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PLEASE READ THE FOLLOWING TERMS OF SERVICES (HEREINAFTER REFERRED TO AS THE "TERMS") VERY CAREFULLY BEFORE AVAILING ANY SERVICE(S), AS ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT AND SHOWS YOUR ACCEPTANCE OF AND COMPLIANCE THEREWITH THE FOLLOWING TERMS AND CONDITIONS.

These Terms are applicable to all offers, Agreements and deliveries made by VatOnWheels, unless otherwise expressly specified in writing. By availing any service through our online portal you agree that you have read, understood and are bound by all the Clauses in the Terms and the Terms in entirety, regardless of how you purchase or use or delegate the services offered herein. If you do not want to be bound by the Terms, you must not purchase or avail or use our products/services.

Also it is for your kind notice that, these Terms of Services and corresponding Privacy Policy are copyright protected and are a part of the corporate identity of VatOnWheels. Any imitation or reproduction of the terms and provisions herein, whether in part or in whole, will be considered as an infringement of such rights. Such act is subject to action and proceedings as deemed fit and upon consideration of VatOnWheels.

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I. ORGANIZATION BRIEF

VatOnWheels™, A Product of its parent company iPrimitus Consultancy Services LLP. (hereinafter referred to as VatOnWheels) is an online billing solution provider company situated in Bangalore, Karnataka).

II. GLOSSARY OF REFERENCES

- A. In these Terms, the following words and expressions are used in the following senses, unless contrary intention appears explicitly from the context:
1. **"You" or "User" or "Buyer" or "Customer"** or any other implicit term to such regard shall mean the End User, whether natural or with legal personality, accessing the website & its contents and using the Service(s) offered or buying any product through the website or by the provider(s) and proprietors of the website.
 2. **"Client"** shall mean an individual Chartered Accountant rendering financial audit or assisting services for third parties.
 3. **"User"** shall mean a Company/Firm involved directly in operation and for whom the "Client" extending its services.
 4. **"Customer"** shall mean a Company/Firm to whom the "User" render day to day services.
 5. **"We", "Us" and "Our(s)"** shall mean Company owners, owners of the World Wide Web domain name vatonwheels.com, iprimitus.com its proprietor and partners only.
 6. **"Company"**, throughout these terms, shall mean **"iPrimitus Consultancy Services LLP - 303, House of Lords, St. Mark's Road, Bangalore - 560001 - INDIA"**
 7. **"Website" or "the site"** shall mean VatOnWheels website hosted on the domain name vatonwheels.com and iprimitus.com.
 8. **"VatOnWheels" or "iPrimitus"** in these terms shall mean and refer to the Company, iPrimitus Consultancy Services LLP. and its website, as meant to be interpreted by the drafters of these terms and the right of such interpretation rests with the directors of the Company.
 9. **"VatOnWheels" or "Parent Company"** shall mean iPrimitus Consultancy Services registered with the Ministry of Commerce and Affairs; owners of the domain name VatOnWheels.com.
 10. **"Service(s)"** shall mean and be referred to as provided for in Clause IV of these terms below. Sometimes the term 'service(s)' may be interchangeably used with the term 'product(s)' without any prejudice to its any overt or latent meaning. In case of additional reference to the term 'service(s)' occurs, the same would be elaborated in that context.
 11. **"Products"** shall mean the services of VatOnWheels, available with the various offering plans along with optional extra modules.

12. **"Records"** shall include all information that the User enters or uploads or ones that are generated by VatOnWheels.
13. **"Subscription(s)"** as mentioned in these terms and the privacy policy shall mean and refer to the product subscriptions offered by the Company through the website, whose limits are specified in the registration form on the Website.
14. **"Free Subscription"** shall mean an Agreement that is not subject to the fair-usage principle and norms and whose limits are specified in the registration form on the Website. Customer shall be automatically informed if the subscription limits are exceeded and should convert to a paid subscription type.
15. **"Guest User"** shall mean any entity that browses through the website without any formality that involves logging in.
16. **"Agreement"** or **"Terms"** or **"Terms and Conditions"** or **"Terms of Service"** shall mean this standard form agreement for use of the Services by the Client or User, which entails into a binding contract on the parties by the virtue of acceptance of the terms and conditions as laid down in this document; such acceptance affirmed by the Client and User in any express or implied form and/or as in the availing of these services, the fact of checking, ticking, marking, or crossing the 'mark' box field as agreement to acceptance and to be bound by such terms and conditions of the Website and the Company on availing of its offered services.
17. **"Party/ies"** shall mean any party to this Agreement.

If any term for reference is not mentioned here in this section, the same would be explained in context as and when such term occurs. If further any such term is not explained to the idea of the User, the same shall in all cases, be construed and interpreted in accordance with the opinion and direction provided by the Company.

III. ABOUT THE TERMS

- A. The Company reserves the right to update the terms at any time without notice to User. The most current version of the terms can be reviewed by clicking on the "Terms & Conditions" hypertext link located at the bottom of our Website's Web pages.
- B. USERS, BY ACCEPTING THE TERMS AND CONDITIONS PROVIDED HEREIN, ALSO AGREE THAT THEY FULLY UNDERSTAND AND ACCEPT THE PRIVACY POLICY OF THE COMPANY AND ITS OFFERING.
- C. Use of the website is offered to you conditioned on your acceptance without modification of any of and all the terms, conditions and notices contained in these Terms, as may be posted on the Website from time to time.
- D. VatOnWheels at its sole discretion reserves the right not to accept a User from registering on the Website without assigning any reason thereof.
- E. Any public offerings or stocks related to the Company or released by the Company for the purposes of public investment into the Company shall be governed by the placement memoranda for such offerings and *in no way do these terms and conditions*

exercise any holding or applicability to rights and liabilities of such offerings; except for the general spirit and structure of model of services offered by the Company.

- F. Questions regarding these terms or the privacy policy should be directed to contact@VatOnWheels.com.

IV. DESCRIPTION OF SERVICES

- A. iPrimitus is providing its Users the **"Service(s)"** that are currently inclusive of but not limited to, purchasing any product offered through the website, and any other services that are provided to the specific category of Users to whom this website would cater to.
- B. This entails and includes the online bookkeeping and accounting solution and products for Customer's Records that VatOnWheels India provides and maintains via the Internet.
- C. The VatOnWheels solution comprises a variety of modules. The number of modules in use and/or purchased by the User is agreed upon via the registration process on the VatOnWheels website or via printed subscription forms.
- D. The Company would be then entitled to receive the payment for such rendering of Services on a monthly basis unless otherwise so contracted upon.
- E. The Company's delivery model involves such subscription of services whether chargeable or not and to that extent the Company inherits responsibility to provide uninterrupted services without disruption, subject to such clauses in this agreement which expressly mention the foregoing preceding conditions and situations where the same may not be applicable.
- F. At all times, this Clause IV shall act as the general clause and any clause made specifically to deliver such purpose or any special clauses or sub-clauses that exist throughout this agreement, shall precede over this general clause in terms of delivery and offering of the Company's Services.
- G. The Company will update this section as convenient and deemed necessary.

V. AVAILABILITY OF SERVICES

- A. VatOnWheels shall endeavour to realize uninterrupted Service availability (7 days per week, 24 hours per day). The effort VatOnWheels is obligated to make to ensure such service is subject to Clauses XV, XXV, XXI and relevant provisions of XVI.
- B. There might be an event in the future wherein a distinct Service Level Agreement (SLA) is drawn up to mark such obligations. However, until specified otherwise, in the event of conflicts between such SLA and these Terms and Conditions, the Terms and Conditions shall prevail.
- C. In the event the Service is not available due to malfunction, maintenance or other reasons, VatOnWheels shall endeavour to notify Customer of the nature and expected duration of the interruption.
- D. VatOnWheels shall support Customer in the use of the Service by telephone and online. Said support shall be provided by telephone and e-mail. VatOnWheels shall

endeavour to answer questions adequately and within a reasonable time span; however, VatOnWheels cannot guarantee the accuracy and/or completeness of the answers. Support is limited to available functional topics on the portal.

VI. ACCEPTANCE OF THE TERMS

- A. This is a standard Agreement as per general principles of Contract Law and the User's acceptance binds the User, irrevocably without any exception, to all the Clauses of these Terms and in entirety of the Terms.
- B. This Agreement, which incorporates by reference other provisions applicable to use of the Website, inclusive of but not limited to, supplemental terms and conditions set forth hereof governing the use of certain specific material contained in the website or the services, sets forth the terms and conditions that apply to use of VatOnWheels website by Client/User. By using VatOnWheels website (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof.
- C. VatOnWheels shall have the right at any time to change or discontinue any aspect or feature of VatOnWheels, including, but not limited to, content, hours of availability, and equipment needed for access or use.

VII. CHANGE IN TERMS

- A. THE PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO MODIFICATION(S) AT ANY POINT IN TIME WITHOUT PRIOR NOTICE. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT.
- B. VatOnWheels shall have the right at any time to change, alter or modify the terms and conditions applicable to future registered User's use of the website or the services, or any part thereof, or to impose new conditions, inclusive of but not limited up to, adding new services and/or charges for use.
- C. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.
- D. Changes also apply to Agreements previously entered into, subject to a term of 30 days after notice of the change by electronic means.

VIII. USER ACCOUNT, PASSWORD, AND SECURITY

- A. You will have to designate a password and user name. Upon completion of the registration process, you will receive the password and account designation, as put forth by you and as it shall be on availability.
- B. You are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under your password or account.
- C. You agree to:
 - 1. Immediately notify VatOnWheels of any unauthorized use of your password or account or any other breach of security, and
 - 2. Ensure that you exit from your account/login at the end of each session.

- D. VatOnWheels will also not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.
- E. However, you could be held liable for losses incurred by VatOnWheels or another party due to someone else using your account or password.
- F. VatOnWheels cannot be held and will not be liable for any loss or damage arising from your failure to comply with Clause VIII. (C)(2).
- G. You may not use anyone else's account at any time.
- H. Users shall not fill the field "**Company name**" or user name as an entity which the user is not thereby committing misrepresentation. VatOnWheels cannot monitor or verify the authenticity of such users, if any, and therefore would not be liable for any damage or loss caused to any such victim entity which has been posed as the same by an individual user of VatOnWheels.

IX. MEMBERSHIP ELIGIBILITY

- A. Use of the Website is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the contract law including minors, un-discharged insolvents etc. are not eligible to use the website. If you are a minor i.e. under the age of 18 years, you shall not register as a member of the website, purchase any items on the. As a minor if you wish to purchase an item on the website such purchase or sale may be made by your legal guardian or parents who have registered as users of the website or can use the website as Guest User. VatOnWheels reserves the right to terminate your membership and refuse to provide you with access to the website if it is brought to its notice or if it is discovered that you are under the age of 18 years. Users are subject to any and all such restrictions inclusive of but not limited to the provisions of this agreement.
- B. Guest User: If in case you are transacting as a Guest User, you shall have certain additional restrictions on you than a registered User.

X. CHARTERED ACCOUNTANTS

- A. The provisions in these Terms for direct Users/Customers likewise apply to Chartered Accountants.
- B. Chartered Accountant must be authorized by Customer to carry out actions on User's behalf. This authorization is granted by User electronically using the Invitation Service and can be revoked by CA by on request.
- C. Chartered Accountant may apply for the Service on behalf of User. VatOnWheels shall notify User of this. User must then approve Accountant's application for the Service. Chartered Accountant may cancel the Service in accordance with termination policies mentioned in these terms. In that event, User has the opportunity to continue the Service independently.
- D. In the event that Chartered Accountant maintains so-called "in-house" Records, Chartered Accountant enters independently into an agreement with its client. Chartered Accountant indemnifies VatOnWheels against claims from these clients.

XI. EXTENT OF USE OF THE WEBSITE IS LIMITED

- A. You agree and undertake not to reverse engineer or to modify, decipher, decompile or disassemble the website, or copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.
- B. Limited reproduction and copying of the content of the Website is permitted provided that VatOnWheels's name is stated as the source and prior written permission of VatOnWheels is sought.
- C. Unlimited or extensive or wholesale reproduction or copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information with respect to the content of the website is not permitted.

XII. RULES WITH RESPECT TO USER CONDUCT

- A. THESE RULES ARE APPLICABLE TO ALL PARTS OF THE WEBSITE AND IN WHOLE, THE BLOG, QUESTION & ANSWER FORUMS AND THE CORRESPONDING SERVICES AND SOFTWARES ASSOCIATED WITH THE WEBSITE AND THE COMPANY.
- B. IN UTMOST PRIMARY CONSIDERATION OF HUMANS AND HUMAN VALUES, YOU SHALL NOT COMMUNICATE IN MANNERS AND WAY CONTRARY TO PUBLIC ETIQUETTE, MORALITY AND DECENCY WITH CUSTOMER SUPPORT EXECUTIVES, HELPDESK PERSONNEL AND OFFICIALS OF VATONWHEELS. USE OF SLANDEROUS LANGUAGE, PROFANITY, ABUSIVE WORDS OR UNDERTONES OR OBSCENE LANGUAGE IS ABSOLUTELY PROHIBITED. UPON EVIDENCE, VATONWHEELS HAS THE RIGHT TO WARN AND THEN TAKE APPROPRIATE ACTION AGAINST SUCH USER WHO BREACHES THE MORAL CODE OF CONDUCT IN CIVILIZED COMMUNICATION.
- C. Further, you shall use VatOnWheels website for all lawful purposes only.
- D. You shall not store, post, or transmit through the website or the any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without VatOnWheels's express prior approval, contains advertising or any solicitation with respect to products or services. VatOnWheels, as a policy and technicality, never views any of the information stored on its system.
- E. The website and the services offered contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the website are copyrighted as a collective work under the copyright laws of India, and world conventions with respect to intellectual property, like the Agreement for Trade Related Aspects of Intellectual Property Rights (TRIPS), etc to name a few; and by virtue of India being a Member State of the World Intellectual Property Organization (WIPO), is also subject to Berne Convention, Hague Agreement, Madrid Protocol, Paris Convention, Patent Cooperation Treaty, Washington Treaty, WIPO Convention and WIPO Copyright Treaty, being in force by instruments of accession or ratification.

- F. VatOnWheels owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. You may download copyrighted material for your personal use only.
- G. Except, and until, as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of VatOnWheels, and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made.
- H. You also acknowledge that the same does not acquire any ownership rights by downloading copyrighted material.
- I. You shall not upload, post or otherwise make available on VatOnWheels any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with you.
- J. You shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.
- K. The above mentioned sections of Clause XII are for the benefit of VatOnWheels, its subsidiaries, parent company, sister concerns, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

XIII. RULES WITH RESPECT TO USE OF SERVICES:

- A. THESE RULES ARE APPLICABLE TO ALL PARTS OF THE WEBSITE AND IN WHOLE, THE BLOG, QUESTION & ANSWER FORUMS AND THE CORRESPONDING SERVICES AND SOFTWARES ASSOCIATED WITH THE WEBSITE AND THE COMPANY.
- B. In the use of services, User determines what information shall be stored and/or exchanged using the services. VatOnWheels has no knowledge of this information.
- C. User is responsible for ensuring that said information is lawful and does not infringe on the rights of others. VatOnWheels accepts no liability for the information that is stored and/ or exchanged using the services.
- D. User shall indemnify VatOnWheels against third-party claims based upon the argument that the information stored and/or exchanged by the User using the services is unlawful.
- E. VatOnWheels on acquiring knowledge or becoming aware that the information stored and/or exchanged by the User using the services is unlawful, shall immediately delete or block access to said information. In such cases, VatOnWheels also reserves the right to delete or block access to User's information at VatOnWheels's discretion. Under no circumstances shall VatOnWheels be liable for damages arising from such measures.

- F. In the event that VatOnWheels suspects fraud or abuse of the services, it is entitled to turn User's personal data and Records over to the competent authorities.
- G. User shall immediately electronically inform VatOnWheels of any changes in name, e-mail addresses or other information that are important to VatOnWheels's execution of the Service. Changes to the stated information can be made using the service(s).
- H. After subscribing to the service/software, and logging in through the designated username and password, the Client may create legitimate access method for others as deemed by the Client. Such opening is provided by further generating pairs of access names and passwords called credentials. Number of credentials is as per the specifications of the plan. Client is not allowed to provide more users with access to the Service than were specified as per the active subscribed plan as per the Agreement that was entered into on the Website.
- I. User may not act as a provider of the services and thereby claim or misrepresent to claim any rights over the services.
- J. If VatOnWheels determines that there is a threat to the proper functioning of the computer systems or networks belonging to VatOnWheels or to others, and/or to service through a network, VatOnWheels is entitled to take all reasonable measures to avert or prevent said threat.
- K. Without affecting its other rights based in law or the Agreement, VatOnWheels reserves the right to suspend its obligations to User or to terminate the Agreement in the event that User acts, or is reasonably suspected of acting, contrary to the clauses in these Terms, with no liability on VatOnWheels's part for damages or restitution of monies paid for the Service.
- L. You agree and undertake to use the Website and the Service only to post and upload messages and material that are proper. Merely by way of example, and not as a construed limitation, you agree and undertake that when using a Service, YOU WILL NOT:
 - 1. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
 - 2. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
 - 3. upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents;
 - 4. upload or distribute files that contain viruses, corrupted files, not introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or any other similar software or programs that may damage the operation of the Website or another's computer;
 - 5. conduct or forward surveys, contests, pyramid schemes or chain letters;
 - 6. attack the Website via a denial-of-service attack or to distribute a denial-of service attack;

7. download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
 8. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 9. violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
 10. violate any applicable laws or regulations for the time being in force in or outside India; and
 11. violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.
- M. You agree, undertake and confirm that your use of VatOnWheels shall be strictly governed by the following binding principles: You shall not host, display, upload, modify, publish, transmit, update or share any information:
1. belongs to another person and to which You do not have any right to;
 2. 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; 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;
 3. misleading in any way;
 4. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
 5. harasses or advocates harassment of another person;
 6. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming";
 7. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
 8. infringes upon or violates any third party's rights [(including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
 9. promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

10. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
11. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
12. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
13. contains video, photographs, or images of another person age 18 or older without his or her express written consent and permission or those of any minor (regardless of whether you have consent from the minor or his or her legal guardian);
14. tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable Codes of Conduct or End User Access and License Agreements) to the Sites or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Sites or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
15. engages in commercial activities and/or sales without VatOnWheels prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the Sites. Throughout these Terms, VatOnWheels "prior written consent" means a communication coming from VatOnWheels 's Legal department, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization;
16. solicits gambling or engages in any gambling activity which VatOnWheels , in its sole discretion, believes is or could be construed as being illegal;
17. interferes with another user's use and enjoyment of the VatOnWheels Website or any other individual's user and enjoyment of similar services;
18. refers to any website or URL that, in the sole discretion of VatOnWheels , contains material that is inappropriate for the VatOnWheels Website or any other Website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
19. harm minors in any way;
20. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;
21. violates any law for the time being in force;
22. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
23. impersonate another person;

24. 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, worms, time bombs, cancel bots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 25. 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 cognizable offence or prevents investigation of any offence or is insulting any other nation.
 26. Shall not be false, inaccurate or misleading;
 27. shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
 28. shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;
- N. You shall not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the website. VatOnWheels reserves the right to bar any such activity.
 - O. You shall not attempt to gain unauthorized access to any portion or feature of VatOnWheels website, or any other systems or networks connected to VatOnWheels website or to any VatOnWheels server, computer, network, or to any of the services offered on or through VatOnWheels website or the , by hacking, password “mining” or any other illegitimate means.
 - P. You shall not probe, scan or test the vulnerability of VatOnWheels website or the or any networks neither connected to them nor breach the security or authentication measures on website or any network connected to VatOnWheels website. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to VatOnWheels website or any other customer of VatOnWheels , including any VatOnWheels account not owned by you, to its source, or exploit VatOnWheels website or the or any service or information made available or offered by or through VatOnWheels website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the website.
 - Q. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of VatOnWheels website or VatOnWheels’s systems or networks, or any systems or networks connected to VatOnWheels or its services.

- R. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the website or any transaction being conducted on the website, or with any other person's use of the website.
- S. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to VatOnWheels on or through the internet or any service offered on or through the website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- T. You may not use the website or any Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of VatOnWheels or others.
- U. Solely to enable VatOnWheels to use the information you supply us with, so that we are not violating any rights you might have in your information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your information, in any media now known or not currently known, with respect to your information. VatOnWheels will only use your information in accordance with the terms of use and VatOnWheels's Privacy Policy.
- V. From time to time, you shall be responsible for providing information relating to the items or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such items or services so as to mislead other Users in any manner.
- W. You shall not engage in advertising to, or solicitation of, other users of VatOnWheels to buy or sell any products or services, including, but not limited to, products or services related being displayed on VatOnWheels or related to VatOnWheels. You may not transmit any chain letters or unsolicited commercial or junk email to other users via VatOnWheels. It shall be a violation of these Terms to use any information obtained from VatOnWheels in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the VatOnWheels without VatOnWheels prior explicit consent. In order to protect our users from such advertising or solicitation, VatOnWheels reserves the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period which VatOnWheels deems appropriate in its sole discretion. You understand that VatOnWheels has the right at all times to disclose any information (including the identity of the persons providing information or materials on the VatOnWheels Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- X. VatOnWheels reserves the right, but has no obligation, to monitor the materials posted or uploaded on VatOnWheels website. VatOnWheels shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use.

Notwithstanding this right of VatOnWheels, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST OR UPLOAD ON THE VATONWHEELS WEBSITE SERVICE THAT YOU HAVE SUBSCRIBED TO, AND/OR IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect the views of VatOnWheels. In no event shall VatOnWheels assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on VatOnWheels. You hereby represent and warrant that you have all necessary rights in and to all Content you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

- Y. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through VatOnWheels, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. VatOnWheels shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on VatOnWheels.
- Z. It is possible, that other users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials on VatOnWheels and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of VatOnWheels, and that the recipient may use such information to harass or injure you. VatOnWheels does not approve of such unauthorized uses but by using the VatOnWheels website you acknowledge and agree that VatOnWheels is not responsible for the use of any personal information that you publicly disclose or share with others on VatOnWheels. Please carefully select the type of information that you publicly disclose or share with others on VatOnWheels.
- AA. VatOnWheels shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of People, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

XIV.USER WARRANTY AND REPRESENTATION

- A. You irrevocably guarantee, warrant, and certify that you are the owner of the content which you submit or otherwise authorized to use the content and that the content does not infringe upon the property rights, intellectual property rights or other rights of others.
- B. You further warrant that to your knowledge, no action, suit, proceeding, or investigation has been instituted or threatened relating to any content, including trademark, trade name service mark, and copyright formerly or currently used by you in connection with the Services rendered by VatOnWheels.

XV. MAINTENANCE

- A. VatOnWheels reserves the right to temporarily suspend access to the services in order to carry out maintenance, adjustments or improvements to the services and VatOnWheels's web servers.
- B. VatOnWheels shall endeavour to conduct such suspension of access outside office hours to the extent possible and shall notify Customer of the planned suspension in a timely manner beforehand.
- C. Under any circumstances, VatOnWheels is not liable to Customer for any damages resulting from such suspension of access.
- D. VatOnWheels reserves the right to alter the services software from time to time in order to improve functionality and fix errors. If an alteration leads to a significant change in functionality, VatOnWheels shall notify Customer of the alteration by means of Release Notes stated on the Website.
- E. Since the services are provided to multiple Customers, it is not possible to waive a particular alteration for Customer only. VatOnWheels is not liable for any damages resulting from alterations to the services.
- F. VatOnWheels reserves the right to stop updating or maintaining components of the services.
- G. Interface features with other service providers that VatOnWheels makes available shall be viewed as an extra service. Customer cannot obligate VatOnWheels to update or maintain said interface, nor can VatOnWheels guarantee its proper functioning.

XVI. LIABILITY

- A. VatOnWheels accepts no liability for indirect damages, including consequential damages, loss of profits, unrealized savings, corruption or loss of (company) data and damages resulting from the interruption of business, or incorrect conversion of scanned documents.
- B. VatOnWheels is only liable for attributable failure to perform its duties under the Agreement if Customer notifies VatOnWheels immediately and properly of breach in writing, thereby proposing a reasonable time frame for correcting the failure to perform, and VatOnWheels continues to be attributable for failure to perform its duties after that period of time. Said notice of breach shall contain as detailed as possible a description of the failure to perform, so that VatOnWheels is able to respond adequately.
- C. VatOnWheels is never liable for damages resulting from force majeure [refer to Clause XXV (G) for force majeure].
- D. All right to compensation arises from the condition that Customer has notified VatOnWheels of the damage in writing within 30 days of its occurrence.
- E. NEITHER VATONWHEELS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES, INCLUDING BUT NOT LIMITED TO THE CONTENT, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM

YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT VATONWHEELS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT VATONWHEELS IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, VATONWHEELS WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT DOWNLOADED OR OTHERWISE ACCESSIBLE FROM OR THROUGH THE SERVICES. YOU AGREE THAT THE AGGREGATE LIABILITY OF VATONWHEELS TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THE SERVICES IS LIMITED TO ONE MONTH TOTAL PAYMENT MADE BY THE USER.

- F. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VATONWHEELS AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS IS ALL SUBJECT TO AND WITH REGARD TO THE MAXIMUM PERMISSIBLE LIMITS OF THE APPLICABLE LAW.

XVII. SECURITY

- A. All information and Records relating to the website and user data are saved and stored in secure third party data centres in Netherlands. The same setup shall be made available India as and when the Company deems necessary and technological feasibility allows.
- B. VatOnWheels has in place appropriate technical and security measures to prevent unauthorized or unlawful access to or accidental loss of or destruction or damage to your information.
- C. When we collect data through the Site, we collect user's personal details on a secure server. We use firewalls on our servers. Whilst we are unable to guarantee 100% security, this makes it hard for a hacker to decrypt user's details.
- D. Users are strongly recommended not to send full credit or debit card details in unencrypted electronic communications with us.
- E. We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of user information.
- F. Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to user. Users are responsible for protecting against unauthorized access to user password and to user computer.
- G. In case of any breach of security, VatOnWheels's liability shall be in accordance with the provisions of the clauses in these terms dealing with liability and limitations in liability and shall not be construed to be absolute.

XVIII. PRICING POLICY & DISCOUNTS

- A. Customer can generate invoices per month using free plan as per limit described in the website, post which corresponding charges as per pricing chart/details on website apply.
- B. All prices of services offered are in Indian Rupees (INR) including Service Tax and other governmentally imposed charges, and also including transaction charges that you may be subject to by virtue of your payment method provider's policy, for e.g., the credit card provider, banks, other credit/debit financial institutional facilities etc.
- C. All payments made against the purchases/services on VatOnWheels by you shall be compulsorily in Indian Rupees. VatOnWheels does not accept any other form of currency with respect to the purchases.
- D. All prices on the website, in brochures and in newsletters may contain typographical or arithmetic errors. VatOnWheels accepts no responsibility for the consequences of such errors.
- E. VatOnWheels reserves the right to change its prices at any time. These changes shall be announced in the VatOnWheels newsletter at least one (1) month before they go into effect. A Customer who cannot accept these changes is authorized to terminate the Agreement at any point up to the moment at which the changes go into effect; such termination goes into effect on the date the changes go into effect.
- F. Discount of forty percent on the value of services is offered only on an introductory launch pricing basis only and in no way shall it be construed to be a right of the Customer on a permanent practice. Such discount shall be valid only for the period of offer by the Company and the Company has the sole right to revoke such offer without prior notice.
- G. Any other discounts or special offers made by the Company shall be for the duration as specified by the Company and the conditions for such offers would be highlighted along with separate than this agreement. Such offers shall also be subject to revocation from the side of the Company without prior notice.

XIX. TERMS RELATING TO PAYMENT AND DUES

- A. Customer shall make payment for the chargeable services subscribed to on a post-monthly cycle on basis of issued bill.
- B. Customer shall be notified of the fee for the services to be provided by VatOnWheels during the registration process on the Website or the hard copy of registration form.
- C. Customer agrees to accept electronic invoices from VatOnWheels.
- D. After invoice is generated and e-mailed to Customer, s/he is required to make the payment of the same within 14 days from the date of generation and receipt of invoice. After 14 days of such non-payment, VatOnWheels will issue three warnings at intervals of five days each in order to remind the Customer for payment. Post three reminders, the account of the User will be blocked and no login would be possible.

- E. Data of any nature entered into or available with such blocked accounts would be retained on servers of VatOnWheels for a period of forty-five (45) days, post which the same is subject to deletion. Customer has to make payment within 45 days of defaulting the 3 warnings in order to save his/her data. VatOnWheels would not be liable for any loss or damage caused to the Customer arising out of such deletion of data.
- F. Payment Methods offered by VatOnWheels to Customers for use of services is as follows:
 1. Electronic Clearance System (ECS) – Customer shall authorize VatOnWheels to deduct the amounts due from Customer’s bank account by filling in the ECS mandate obtained from their respective banks and duly signed, sealed and mailed to VatOnWheels by post. Customer shall ensure a sufficient balance in said account.
 2. National Electronic Fund Transfer (NEFT): Customer may find information w.r.t. the bank and account number details of VatOnWheels through the website or helpdesk, such as IFS Code, MICR Number, Account name, number etc. Customer is required to add VatOnWheels as a payee in his/her online banking website, and transfer the payment every month.
 3. VatOnWheels does not support payments in cash or through cheque.
 4. Payment once made would not be refunded in any circumstances.
 5. In the event that payment is past due, Customer shall be held responsible not only for the amount due and interest on the amount due, but also for all additional fees, both extrajudicial and judicial, including but not limited to the fees for attorneys, bailiffs, and collection agencies.
 6. Payment is immediately due in the event Customer is declared bankrupt, requests suspension of payment, upon complete seizure of Customer’s assets, if Customer dies, and furthermore if Customer is placed in liquidation or dissolved.
 7. In the cases listed above, VatOnWheels furthermore retains the right to terminate or suspend the Agreement or the not yet executed portion thereof without fault or judicial intervention, without affecting VatOnWheels’s right to claim compensation for any damages arising hereby.
- G. If a summary invoice is not paid in full, VatOnWheels is further entitled to suspend all subscriptions for which Customer has already paid (by blocking access to the Services).
- H. In case of failure of payment attempt, VatOnWheels retains the right to charge extra maintenance cost and any actual paid by the company.

XX. SECURITY WITH RESPECT TO PAYMENT

- A. While availing any of the payment method/s offered by us, we are not responsible or take no liability of whatsoever nature in respect of any loss or damage arising directly or indirectly to you out of the decline due to:

1. lack of authorization for any transaction/s,
 2. or exceeding the preset limit mutually agreed by you and between your "Bank/s",
 3. or any payment issues arising out of the transaction,
 4. or decline of transaction for any other reason/s.
- B. All adequate and extensive measures shall be taken to ensure security of the User from maximum and majority kinds of online threats and loopholes, including financial in nature, such that the website from its side is completely dedicated to take measures and provide for the User needs, with respect to assured Security, as required.

XXI.LINKS TO THIRD PARTY VENDORS/WEBSITE

- A. May be now or in future, the website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by VatOnWheels of the contents on such third party websites.
- B. VatOnWheels is not responsible for the content of linked third party sites and do not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third party websites, you do so at your own risk.
- C. You may enter into or seek to enter into transactions with third parties in relation to the Material via the website. VatOnWheels will not be a party to such transactions and will not be liable whether in contract, or (including without limitation liability for negligence), or otherwise for any loss, or cost of damage incurred by you arising out of or in relation thereto.

XXII. RULES REGARDING SOFTWARE AVAILABLE ON THIS WEBSITE

- A. THESE RULES ARE APPLICABLE TO ALL PARTS OF THE WEBSITE AND IN WHOLE, THE BLOG, QUESTION & ANSWER FORUMS AND THE CORRESPONDING SERVICES AND SOFTWARES ASSOCIATED WITH THE WEBSITE AND THE COMPANY.
- B. Any software that is made available to use from the Services, especially, but not strictly, to Lawyers and Solicitors, is the copyrighted work of VatOnWheels and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software's License Agreement. An End User will be unable to install (if needed to install) any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.
- C. The Software is made available solely for use by end users according to the License Agreement. Any reproduction or redistribution, or attempt to reproduction or redistribution, of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.
- D. For your convenience, VatOnWheels may make available as part of the services or in its software products, tools and utilities for use and/or download. Though the results of usage of such tools are deemed to be as accurate as the same can become, VatOnWheels does not make any 'guaranteed' assurances with regard to the accuracy of the results or output that derives from such use of any such tools and utilities.

- E. Kindly respect the intellectual property rights of others when using the tools and utilities made available on the services.

XXIII. RULES REGARDING DOCUMENTS AVAILABLE ON THIS WEBSITE

- A. THESE RULES ARE APPLICABLE TO ALL PARTS OF THE WEBSITE AND IN WHOLE, THE BLOG, QUESTION & ANSWER FORUMS AND THE CORRESPONDING SERVICES AND SOFTWARES ASSOCIATED WITH THE WEBSITE AND THE COMPANY.
- B. VatOnWheels and/or its respective suppliers make no representations about the suitability of the information contained in the documents and related graphics published as part of the services for any purpose. All such documents and related graphics are provided "as is" without warranty of any kind.
- C. VatOnWheels and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, including all warranties and conditions of merchantability, whether express, implied or statutory, fitness for a particular purpose, title and non-infringement.
- D. IN NO EVENT SHALL VATONWHEELS AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THE SERVICES.
- E. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. VATONWHEELS AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

XXIV. NOTICES REGARDING AVAILABLE SOFTWARE, DOCUMENTS AND SERVICES

- A. IN NO EVENT SHALL VATONWHEELS AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

XXV. DISCLAIMER OF WARRANTY AND LIMITATION WITH RESPECT TO LIABILITY

- A. YOU HEREBY EXPRESSLY AGREE THAT USE OF VATONWHEELS IS AT YOUR SOLE RISK. NEITHER VATONWHEELS, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT VATONWHEELS WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF VATONWHEELS WEBSITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH VATONWHEELS.
- B. VATONWHEELS WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.
- C. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.
- D. YOU SPECIFICALLY ACKNOWLEDGE THAT VATONWHEELS IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER YOUS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
- E. IN NO EVENT WILL VATONWHEELS , OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING VATONWHEELS OR THE VATONWHEELS SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE VATONWHEELS . YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SITE.
- F. IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, VATONWHEELS, NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN VATONWHEELS, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE ABOVEMENTIONED PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING,

BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.

- G. FORCE MAJEURE OR ACT OF GOD – NEITHER PARTY WILL BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT ANY LIMITATION, ACTS OF GOD, MOBILIZATION, WAR, CIVIL UNREST, RIOT, STRIKES, LOCKOUT, INTERRUPTION OF BUSINESS, EMBARGOES, RESTRICTIONS TO IMPORT AND EXPORT, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE, FLOODS, ACCIDENTS, DISRUPTIONS TO THE TELECOMMUNICATIONS INFRASTRUCTURE, SERVICE OUTAGES RESULTING FROM TRAFFIC GRIDLOCK AND/OR EQUIPMENT FAILURE AND/OR SOFTWARE FAILURE AND/OR TELECOMMUNICATIONS FAILURES, POWER FAILURES, NETWORK FAILURES, FAILURES OF THIRD PARTY SERVICE PROVIDERS (INCLUDING PROVIDERS OF INTERNET SERVICES AND TELECOMMUNICATIONS). THE PARTY AFFECTED BY ANY SUCH EVENT SHALL NOTIFY THE OTHER PARTY WITHIN A MAXIMUM OF FIFTEEN (15) DAYS FROM ITS OCCURRENCE. THE PERFORMANCE OF THIS AGREEMENT SHALL THEN BE SUSPENDED FOR AS LONG AS ANY SUCH EVENT SHALL PREVENT THE AFFECTED PARTY FROM PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

XXVI. MONITORING

- A. With respect to general content of the website and possible infiltrating sources and internet black holes, VatOnWheels shall have the right, but not the obligation, to monitor the content of its website, to determine compliance with this Agreement and any operating rules established by VatOnWheels and to satisfy any law, regulation or authorized government request.
- B. Without limiting the foregoing, VatOnWheels shall have the right to remove any material that VatOnWheels, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.
- C. With regard to account specific and user uploaded logged content, VatOnWheels respects the privacy of User's financial data and therefore does not access or view or in any case wish to monitor or have access to such accounting data.
- D. VatOnWheels technical helpdesk executives shall have access to such content as mentioned in the above sub-clause only if the User has expressly provided consent for revealing such data to the Company by checking or ticking the check-box that lets the User do so through the provisions available on the User's VatOnWheels account dashboard.

XXVII. INDEMNIFICATION

- A. You agree to indemnify and keep indemnified VatOnWheels and its partners from time to time being, its affiliates and their respective directors, officers, its employees and agents, from and against any claims, liabilities, damages, costs, actions or demands, including without limitation reasonable legal and accounting costs, alleging or resulting from your use or misuse of the Material or your breach of these Terms, except to the extent that such claims, liabilities, damages, costs, actions or demands are caused by VatOnWheels.

XXVIII. COPYRIGHTS

- A. All such intellectual property that appear on the website or are related to VatOnWheels or that refer to VatOnWheels or are associated with VatOnWheels, that fall under the category of materials that are protected as copyrights, have been so protected and are registered copyrights of VatOnWheels.
- B. For the duration of the Agreement, User receives only a non-exclusive, non-transferrable right to use the services and the permissions that are granted in these conditions or by other specific means (such as the number of users permitted for the subscription in question). The User shall not reproduce or make copies of the Service or other materials.
- C. Transferability of economic rights of copyrighted material is subject to the discretion of VatOnWheels, on notice thereby provided by VatOnWheels, in case, if any.
- D. Moral and ethical rights with respect to the same shall however irrevocably and without right of waiver shall rest with VatOnWheels.
- E. Copyrights relating to third-party content on VatOnWheels or logos, for example but not limited to, Google, Facebook, and YouTube etc, are owned by their respective companies, organizations or verticals. VatOnWheels has no right, claim, duty or liability towards the same.

XXIX. TRADEMARKS

- A. VatOnWheels and its logos are trademarks of the Company and its parent Company. All rights are reserved. All other trademarks appearing on VatOnWheels website and products are the property of their respective owners.
- B. Understanding that trademarks fall under the category of industrial property with respect to intellectual property rights, and are governed by municipal laws and international norms therein, associated and administered by the treaties, bureaux and conventions of the WIPO, up to the extent binding, the names of actual companies and products mentioned herein may be the trademarks of their respective owners.
- C. The example companies, organizations, products, domain names, email addresses, logos, people and events depicted herein are fictitious. No association with any real Company, organization, product, domain name, email address, logo, person, or event is intended or should be inferred.

XXX. NOTICE IN CASE OF COPYRIGHT INFRINGEMENT

- A. If you believe that content available by means of the Website infringes one or more of your copyrights, please notify us by providing a written notice ("Infringement Notice") containing the information described below to the designated agent listed below. If VatOnWheels takes action in response to an Infringement Notice, it will make a good faith attempt to contact the party that made such content available by means of the most recent email address, if any, provided by such party to VatOnWheels.
- B. Your Infringement Notice may be forwarded to the party that made the content available or to relevant third parties.

- C. Please be advised that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is infringing your copyrights. Thus, if you are not sure content located on or linked-to by the Website infringes your copyright, you should consider first contacting an attorney.
- D. In order to file a valid notice, you must include the following:
1. A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
 2. An identification of the copyright claimed to have been infringed;
 3. A description of the nature and exact location of the content that you claim to infringe your copyright, in sufficient detail to permit VatOnWheels to find and positively identify that content; for example we require a link to the specific blog post (not just the name of the blog) that contains the content and a description of which specific portion of the blog post – an image, a link, the text, etc – your complaint refers to;
 4. Your name, address, telephone number and email address; and
 5. A statement by you: (a) that you believe in good faith that the use of the content that you claim to infringe your copyright is not authorized by law, or by the copyright owner or such owner's agent; (b) that all of the information contained in your Infringement Notice is accurate, and (c) under penalty of perjury, that you are either the copyright owner or a person authorized to act on their behalf.
- E. If an Infringement Notice is valid, we are required by law to respond to it by disabling access to the allegedly infringing content. You then have the option to send us a written counter-notice (a Counter-Notice) stating why your content does not infringe copyrights and asking for access to be reinstated. Counter-Notices need to be sent to our designated agent set forth above and must include the following:
1. Your name, address, phone number and physical or electronic signature;
 2. A statement that you consent to the jurisdiction of the Ahmadabad District Court or such Court as deemed by the Company to request jurisdiction in, and that you will accept service of process from the person who originally provided us with the Infringement Notice (the "Copyright Holder");
 3. Identification of the allegedly infringing content and its location before removal or disabling of access; and
 4. A statement under penalty of perjury that you believe in good faith that the content was removed by mistake or misidentification.

XXXI. DURATION, TERMINATION AND NO-REFUND POLICY

- A. The Agreement is entered into for the duration specified on the registration form on the Website or printed form handed over manually. Thereafter, without notice of cancellation, the Agreement shall be automatically renewed for the same duration.
- B. A Party may terminate the Agreement in writing or by e-mail, observing a period of notice of one (1) month, which termination requires no reason or motivation. The notice period is liable to payment as per active product and packages. Termination by Customer does not take effect until confirmed by VatOnWheels via e-mail. After the Agreement terminates, VatOnWheels **may** convert Customer's Records to a Free Subscription. This service is at no charge and has limited functionality. At Customer's request, the Records can be deleted but may remain in

archives. Customer must submit said request in writing, signed by the authorized representative for the company that entered into the Agreement.

- C. In the event that one Party does not sufficiently or within a specified time frame or otherwise timely fulfil any obligation that may arise from any Agreement, said Party is in breach and the other Party is entitled without notice to terminate the Agreement in part or in full, without affecting the terminating Party's other rights nor conferring liability for damages.
- D. VatOnWheels might also terminate the agreement and user's account may be blocked following the three reminders of due payment. Data of any nature entered into or available with such blocked accounts would be retained on servers of VatOnWheels for a period of forty-five (45) days, post which the same is subject to deletion. Customer has to make payment within 45 days of defaulting the 3 warnings in order to save his/her data. VatOnWheels would not be liable for any loss or damage caused to the Customer arising out of such deletion of data.
- E. In the event of termination or cancellation, as provided in the previous articles, the following obligations shall continue after the end of the Agreement:
 - 1. outstanding claims / payments;
 - 2. liability.
- F. VatOnWheels may suspend or terminate your use of the website or any Service if it believes, in its sole and absolute discretion that you have breached any of the Terms.
- G. If you or VatOnWheels terminate(s) your use of the Website or any Service, VatOnWheels may delete any content or other materials relating to your use of the Service and VatOnWheels will have no liability to you or any third party for doing so.
- H. Owing to any such termination from the side of the User or by VatOnWheels of any User or User content, the User shall not be eligible to any refund, or reimbursement, or compensation, or settlement, or damages, from the side of VatOnWheels or any of its partners; and VatOnWheels absolutely cannot be held liable or in any obligatory position to refund, reimburse, compensate, offer settlement or damages to the User.

XXXII. GOVERNINGLAW

- A. These Terms have been constructed in accordance and consonance with the existing laws of the Union of India; and this Agreement shall be construed in accordance with the laws of the Republic of India without any adherence to any conflict of law principles.
- B. The Agreement shall be governed by the laws of India existing therein at any point in time, without any reference to general or extraordinary principles and disputes relating to Conflict of Laws or Private International Law, arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at India.
- C. VatOnWheels is registered in the state of Karnataka, India. Any and all actions pursuant to litigation shall be entertained strictly upon initiation in the courts of Bangalore - Karnataka.

- D. All appeals shall be with respect to, and shall undergo, the specific legal/judicial system of India with the hold of jurisdiction and maintainability of the suit therein with respect to location of the Company.
- E. However, the aforementioned legal provisions of Clause XXXII are subject to alteration at any point in time, without any prior notice, and the intent and interests of the Company shall have precedence and holding over any dispute that may arise.

XXXIII. MISCELLANEOUS

- A. This Agreement and any operating rules for VatOnWheels, website established by VatOnWheels constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.
- B. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- C. Changes to management or legal status of the Company or any subsidiary thereof shall have no effect on the Agreement.
- D. The section headings used herein are only for convenience and shall not hold any legal significance.
- E. The records and versions received or saved by VatOnWheels of any communication, measurements and monitoring performed by VatOnWheels shall be construed as authentic, barring evidence to the contrary provided by Customer to which s/he shall have the onus of proving the same.
- F. The interpretation of this Agreement and the understanding thereof shall be primarily construed with the original intent with which the framers had drafted it in safeguarding the rights of the proprietor and the User respectively, and prime importance and precedence shall be given to the same, unless the contrary is enforced by the law in light of public policy.
- G. VatOnWheels and you are independent contractors, and nothing in this Agreement is intended to or will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your Site or otherwise, that reasonably would contradict anything in this Agreement.
- H. We, our affiliates, agents or employees, will not be liable for loss, including direct, indirect, incidental, special, punitive or consequential damages or loss of income, related to this Program, our site or links. Any liability related to this Agreement shall not exceed the total fees yet unpaid, at the time of any error, act or omission.
- I. Reiterating as mentioned earlier in Clause VI, THE PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO MODIFICATION(S) AT ANY POINT IN TIME WITHOUT PRIOR NOTICE. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

XXXIV. SEVERABILITY

- A. If any provision of the Terms is determined to be not qualified or invalid or unenforceable in whole or in part, such disqualification or invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision, and all other provisions of these Terms shall continue to be in full force and effect.
- B. Parties shall in such accordance draft new provision(s) as replacement(s), whereby to the extent legally possible, the intent of the original agreement/ terms and conditions is preserved.

ANY PARTICULAR RIGHT (S) WHICH IS/ARE NOT EXPRESSLY GRANTED HEREIN IS/ARE RESERVED BY IPRIMITUS INDIA AND IS NOT WAIVED IN ANY SITUATION WHATESOEVER.

VatOnWheels

A Product from iPrimitus Consultancy Services LLP

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