

TERMS AND CONDITION FOR WEBSITE

1. These Terms

1.1 These terms of use govern your use and access to our services, including our website, our application(s), our policies, our notifications and any information or content appearing therein (collectively our “**Website**”).

1.2 By using our Website, you agree to these terms regardless of whether you are **Borrower** or a **Lender**. If you are using our Website as a representative of a company, you are agreeing to these terms on behalf of your company.

1.3 You should also read our Privacy Policy which sets out how we collect and use your personal information.

2. Who we are and How to contact us

2.1 We are ***Quantam Rental Solutions Private Limited***, a company registered in INDIA, trading as Rentkar. Our Company Identity Number is **U72900MH2019PTC331945**, and our registered office is at 502,Matushree Chs Ltd. 196, M V Road, Andheri East MUMBAI, Mumbai City, MH 400096 IN .

2.2 RENTKAR is a brand exclusively owned and operated by Quantam Rental Solutions Pvt. Ltd

2.3 For any queries relating to our Website, Services, Products , or these terms, you can contact us by emailing us at *Support@rentkar.in* or writing to us at 502,Matushree Chs Ltd. 196, M V Road, Andheri East MUMBAI, Mumbai City, MH 400096, IN .

2.4 We at *Quantam Rental Solutions Private Limited* deal in leasing products through our Website [***www.rentkar.in***] and are responsible for your personal data. Please refer to our Privacy Policy which is available at <https://.....com /privacy- policy/> for information about what personal data we collect and what we do with it. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.

2.5 If we have to contact you, we will do so by calling or by writing to you at the email address or postal address you provided to us.

2.6 When we use the words “writing” or “written” in these terms, this includes emails.

3. Changes of terms

3.1 We can amend the terms and conditions if required as per the policy of *Quantam Rental Solutions Private Limited* and the same shall be done by posting the updated terms on our Website i.e. ***www.rentkar.in*** . If we make material changes, we will notify you of the changes before they become effective. By continuing to use our Website and our Services after the changes came into effect it means that you agree to be bound by the revised policy of *Quantam Rental Solutions Private Limited*.

4. Availability of our services

4.1 We are constantly changing and improving our Website and the kind of **Products or Services** we provide. We may from time to time change or discontinue any of the products or services we offer, or add or remove functionalities or features, and we may suspend or stop certain products, services, functionalities or features altogether. No claim shall be entertained by *Quantam Rental Solutions Private Limited* after 7 days with regards to the discontinued Services or Products.

4.2 We reserve the right to limit our Website and the Services we provide, including the right to restrict, suspend or terminate your account if we believe you are in breach of these terms or are misusing our Website or any Services we provide.

4.3 Our Website may be interrupted for maintenance, repairs, upgrades, and network or equipment failures.

4.4 We do not guarantee that our Website will be free from bugs or viruses. If a visitor encounters any bugs or viruses on our website, we shall not be responsible for any kind of mishapening or data loss occurred from that.

5. Your account and password

5.1 During registering an account on our Website, one must provide true, accurate and up- to-date information about himself/herself. One must choose a strong and secure password to protect the account. One must keep the password secure and confidential, any act of transferring, sharing

or misplacing the password will result into a breach of the terms and condition and the account shall be liable to be suspended or terminated.

5.2 We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you are in breach of these terms.

5.3 You agree to follow our Acceptable Use Policy, which is set out at the end of these terms.

5.4 You are responsible for all actions or activities that happen by, through or under your account, unless you report misuse.

6. Use of Website

6.1 You must comply with the Acceptable Use Policy and all applicable laws and regulatory requirements, including Intellectual property laws, Privacy laws, Information Technology Law in using or accessing the Platform.

6.2 You must not copy, modify, distribute, sell, lease, loan or trade any access to the Website or any data or information on it.

7. Lenders Rights

7.1 You retain your rights to any information or product you submit, post or display on or through the Website (“Your Content”). By submitting, posting or displaying such product, you grant us a worldwide, non-exclusive, licence (with the right to sublease) to use, process, lend, lease, adapt, modify, transmit, display and distribute such product in any and all media or through any distribution channels (now known or later developed), subject to the applicable provisions in our Privacy Policy.

7.2 You warrant that your product is free from all encumbrances and you are the sole owner of the product or you have the authority to lease or lend the said product. You also warrant that there is no dispute regarding ownership of the advertised product or the product leased by you.

8. Our Rights

8.1 Our brand “RENTKAR” is our trademark (be it registered or unregistered) and should not be used without our express prior written consent. Any person or company found using our logo or trademark will be prosecuted under appropriate jurisdiction.

8.2 All Intellectual Property Rights subsisting in the Website or the Products or Services we provide belong to us or have been lawfully licensed/ leased to us. All rights under applicable laws are hereby reserved. You must not upload, post, publish, reproduce, transmit or distribute any content or component of our Website in any way, or create any derivative works with respect to any such content or component.

8.3 We reserve the right to remove any content/product which we consider as not relevant, offensive, harmful, deceptive, discriminative, defamatory or otherwise inappropriate or misleading, or content that we believe may be infringing rights of third parties. We do not endorse or support any views expressed by any users on our Website.

9. Limitation on liabilities

9.1 As permitted by law, we at *Quantam Rental Solutions Private Limited* expressly limit our liabilities in connection with or arising out of the provision of the Website as follows:

- (a) we provide a Rental Platform and any Products or Services we offer on an “as is” and “as available” basis, and your access to or use of our Rental Platform is at your own risk;
- (b) we give no assurance, representation or warranty of any kind (whether express or implied) about the Website and any Products or Services we provide;
- (c) we do not guarantee that the information or content you find on the Platform is always accurate, truthful, complete and up-to-date;
- (d) we are not responsible for any delay or disruption in our Platform or any defect, viruses, bugs or errors; and

9.2 As per the provision of Law, neither *Quantam Rental Solutions Private Limited* nor its promoters are liable to you or others for:

- (a) any indirect, incidental, special, exemplary, consequential or punitive damages; or
- (b) any loss of data, business, opportunities, reputation, profits or revenues,
- (c) relating to the use of our Website or any Products or Services we offer.

9.3 If you are using the Website as a consumer/ borrower, you have consumer rights. In such cases, nothing in these terms limit your legal rights as a consumer and it should not be understood that you have waived your right.

10. Your representation

10.1 By using our Website [www.rentkar.in], you warrant that you are an adult and that you are able to legally enter into contractual obligations.

10.2 If you are using the Website on behalf of an entity, by using the Platform you represent that you have the necessary rights and authority to agree to these terms (and our Privacy Policy, Acceptable Use Policy and other documents referred to herein) on behalf of that entity.

11. Indemnity

11.1 The user of our website shall agree to indemnify and hold Our Entity harmless from and against all liabilities, damages, claims, costs (including legal fees and costs), and expenses in connection with or arising from (i) your breach of these terms, (ii) your use of our Platform and/or (iii) any misrepresentation made by you.

11.2 The user shall also agree to fully co-operate with us in the defence or settlement of any claim in relation to or arising out of our services or these terms

12. Disclosure of Identity

12.1 Where we consider necessary or appropriate, we will report any breach of these terms (or the Acceptable Use Policy) to law enforcement authorities and we will cooperate with such authorities by disclosing your identity and providing any information about you within our systems to them.

13. Contact

13.1 If you have any questions about these terms or the Acceptable Use Policy, please contact us by Support@rentkar.in.

14. Governing law and jurisdiction

14.1 These terms and conditions set out in this Website are governed by Laws enforced in India

14.2 The courts in Mumbai [MAHARASHTRA] established by law shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.

15 Policy of Acceptable Use

15.1 As part of the terms of use, you agree not to misuse the Website or help anyone else to do so. i.e., you agree not to do any of the following in connection with the Platform:

- (a) use our website for unlawful or unauthorised purposes;
- (b) Re-sell or re-rent or attempt to benefit in a commercial fashion from any product, content or information available on the Website;
- (c) Probe, scan, or test the vulnerability of any system or network;
- (d) breach or otherwise circumvent any security or authentication measures or service use limits;
- (e) Shall not breach the terms and condition of the Policy;
- (f) interfere with or disrupt any user, host, or network, for example by sending a virus, trojan, worm, logic bomb, or any other material that is malicious or technologically harmful, overloading, flooding, spamming, or mail-bombing any part of the Platform, or by scripting the creation of any content in such manner as to interfere with or create an undue burden on the Website;