**GARAGE OPERATOR SERVICES AGREEMENT**

*This Garage Operator Services Agreement**(hereinafter “****Agreement****”) between You or the entity that represents you (“****You****”* ***or*** *“****Garage Operator****”) and [ Accurex Marketing and Consulting Private Limited under the brand name of QUICKFIXCARS] (“****Company****”,**“****We****”,**“****Us****”,**“****Our****”,) contains the terms and conditions to govern Your relationship with the Company as a garage operator, to provide car repair services (“****Services****”) to the users of* [*www.quickfixcars.com*](http://www.quickfixcars.com) *(“****Portal”/ “Website****”) on requirement basis.*

*It is important that You read and understand the following terms and conditions, enter and verify Your details such as full legal name, registered office address, telephone number at the end of this Agreement. This Agreement takes effect when you click on “I Accept” button or check box presented with these terms.*

1. **YOUR ACCOUNT**
   1. You have access to these terms and conditions as you have applied to be a registered Garage Operator with the Company. You will be accessing these terms and conditions from Your authorized account only.
   2. Unless explicitly permitted by the Company, each Garage Operator shall be authorized to have only one account.
   3. You are responsible for all activities that occur further to Your account, regardless of whether the activities are undertaken by You, Your employees or any third party (including Your contractors or agents) and, except to the extent caused by the Company’s breach of this Agreement, neither the Company nor its affiliates are responsible for unauthorized access to Your account.
   4. You will contact us immediately if you believe an unauthorized third party may be using Your account or if Your account information is lost or stolen.
2. **APPOINTMENT**
   1. The Garage Operator requests and the Company hereby appoints the Garage Operator on a non-exclusive basis to provide the Services to the Company’s users requesting for the Services through the Portal, and the Garage Operator hereby accepts such appointment.
   2. The Company shall, at its sole and absolute discretion, have the right to accept service requests, similar to those Services provided by the Garage Operator, whether or not on similar terms, from other garage operators, including any competitors of the Garage Operator.
3. **SCOPE OF SERVICE**

3.1 Under this Agreement, the Garage Operator agrees to provide the following services to the users of the Portal:

1. Preventive Maintenance: The Garage Operator shall be responsible for the inspection and maintenance of vehicles, trouble shooting of faults and the quality of workmanship and services.
2. Periodic Vehicle Repair services including but not limited to as engine tuning, spark plug cleaning, oil filter repair, air filter repair, battery water, vehicle washing, providing repair estimate services and such other similar or related services.
3. Car/Vehicle Mechanic
4. Vehicle repairs in case of accidents
5. Road side assistance services
6. Other Services such as wiper blade installation, wheel alignment, steering and suspension, headlight restoration, oil changes etc.

3.2 The Garage operator agrees and undertakes that all works shall comply with the requirements and regulations of the local automobile authorities and to the satisfaction of the Company.

**3.3** The Garage Operator agrees to provide subscription based or comprehensive repair/cleaning packages to the user/customers of the Portal, as may be mutually agreed between the Parties from time to time.

1. **SERVICE REQUESTS / VEHICLES**
   1. The Garage Operator shall be solely responsible for all the Service requests assigned to it by the Company through the Portal.

* 1. The Garage Operator shall be responsible for making requisite arrangements to ensure that all Service requests it accepts from the Company are performed in a manner expected of a diligent and experienced operator of the Services and further adhere to any conditions that may be specified by the Company.
  2. The Garage Operator shall confirm all Service requests received from the Company and shall immediately notify the Company through [short message service / phone / e-mail] of any events may affect the provision of the Services.

1. **OBLIGATIONS OF THE OPERATOR**
   1. The Garage Operator shall provide the Services to the users of the Portal, either through itself or through its agents / contractors. In the event that the Garage Operator engages contractors / sub-contractors, the Garage Operator confirms and agrees that all rights and obligations, liabilities and responsibilities, as between the Garage Operator and the contractors / sub-contractors are inter se the Garage Operator and the contractors / sub-contractors only, with no liability or responsibility attaching to the Company, and Garage Operator also warrants that it shall ensure that they are competent and able to complete the work within the agreed timescale and meet the service performance standards as specified by the Company from time to time. Further, where the Garage Operator engages a contractor/sub-contractor for the provision of the services, it shall be liable to notify/inform, the Company. The Company reserves the right to receive details regarding the contractor/sub-contractor from the Garage Operator.
   2. The Garage Operators shall immediately inform the Company of any insurance claims that it becomes aware of so that the Company can provide assistance to the customer in processing such claims to the extent it is authorized by the insurance company to do the same.
   3. The Garage Operator shall identify coordinator(s), who would be the single point of contact for the Company in routine matters (“**Coordinator(s)**”). The Coordinator(s) appointed by the Garage Operator shall always be available on call all 7 (seven) days of the week.
   4. The Garage Operator shall stay informed about conditions such as bandhs, strikes and the like that could affect the Services and immediately intimate the Company of the same. Further, in the event, the Garage Operator is unable to perform the Services due to
   5. The Garage Operator shall ensure that all users who avail its Services through the Portal will receive the Services in a courteous, effective and timely manner.
   6. All service requests once accepted by the Garage Operator, are irrevocable. The Garage Operator shall be solely responsible for:
      1. any failure to complete the Service or any Service request accepted by the Garage Operator;
      2. providing defective Services to the users;
      3. any act or omission on the part of the Garage Operator (including its employees, representatives, contractors and sub-contractors), including any damage, loss to and / or theft of the user’s vehicle; and
      4. overcharging the user from the agreed rates and fares or charging the user more than what is displayed on the Portal, except as provided for in this Agreement.
   7. The Garage Operator shall immediately bring to the notice of the Company any incidents involving theft of and / or damage to any user’s vehicle including any damage or loss caused to the vehicle during pick-up and drop facility, while providing the Services.
   8. The Garage Operator shall be solely liable for any and all incidents involving the user’s vehicle, while providing the Services, and any liability that arises due to such incident. The Company shall not be held liable for any such incidents involving the user’s vehicle.
   9. Should another garage operator be required to complete the Services, in the event of failure by the original Garage Operator to render the Services or due to any unforeseen circumstances, then the original Garage Operator shall provide a substitute in his place at no additional cost to the Company/ user. Should the original Garage Operator be unable to provide a substitute within 30 (thirty) minutes of the failure of the Service, then the original Garage Operator shall advise the Company immediately and the Company will decide the course of action to be taken from that point on, at the original Garage Operator’s cost. No payment shall be made to the Garage Operator for an accepted Service request that has not been executed completely.
   10. The Garage Operator, on its own, or through its agents or representatives, shall not:
       1. engage in any conduct that will bring disrepute or cause inconvenience in any manner, to the Company; or
       2. be the reason for the Company to be negatively reported in the media.
   11. THE GARAGE OPERATOR UNDERSTANDS THAT THE COMPANY WILL NOT IN ANY EVENT AND UNDER ANY CIRCUMSTANCES BE LIABLE TO THE USER IN ANY MANNER WHATSOEVER FOR ANY BREACH OF THIS AGREEMENT, ACT OR OMMISSION BY THE GARAGE OPERATOR OR THE GARAGE OPERATOR’S PERSONNEL [INCLUDING ITS CONTRACTORS AND SUB-CONTRACTORS].
   12. The Garage Operator shall not employ or attempt to employ any employee of the Company directly or indirectly under this Agreement during the term of this Agreement. However, in the event employment of the Company’s personnel takes place contrary to this clause, the Garage Operator shall first obtain a “No Objection Certificate” from the Company before employing such employees of the Company.
   13. The Garage Operator (irrespective of the fact whether it is an OEM [Original equipment manufacturer] or not), it represents and warrants that it shall sell and supply only genuine and original parts and accessories of the original vehicle manufacturer that were part of the vehicle’s original factory build, including rims, engine parts, external trim and interior elements and other parts. The Garage operator agrees and acknowledges that original equipment or quality parts (including any lubricants) will be used at all times unless otherwise discussed and agreed in advance with the User.
   14. The Garage Operator shall engage only trained personnel, contractors or sub-contractors, to render the Services to ensure providing of better quality of services at all times during the duration of this Agreement and to make its personnel, contractors or sub-contractors, aware that during the course of their engagement they need to strictly adhere to Company’s policies, guidelines, instructions, terms and conditions governing the services both subsisting and intimated by the Company from time to time.
   15. The Garage Operator shall take all necessary steps to comply with the provisions of applicable laws in relation to the transactions contemplated under this Agreement, and all applicable laws to the business of the Garage Operator, together with policies, procedures and guidelines specified by the Company, from time to time, and shall provide all information and records of the transactions to the Company as and when required by the Company. Further, the Garage Operator shall be responsible for complying with all applicable laws and regulations in your dealings with the users/customers of the Portal and for the performance and quality of any work which you agree to undertake for any Customer.
   16. The Garage Operator shall perform all works in accordance with good engineering practice and in compliance with the terms and conditions of this Agreement. The Garage Operator acknowledges that the Company relies completely on the knowledge, skills and judgment of the Garage Operator (including its personnel) under this Agreement in the performance of the Services. For the purpose of ensuring compliance with this Agreement, the Company shall be granted access at all times to the premises of the Garage Operator. The Garage Operator shall ensure that reasonable assistance is rendered to the Company at all such visits.
   17. In the event the Garage Operator is also an automobile dealer appointed by an insurer or an insurance intermediary to distribute and/or service motor insurance policies of vehicles sold through such dealer, the Garage operator shall immediately disclose the same to the Company and as may be requested by the Company, Garage Operator shall provide more details regarding its aforesaid appointment.
   18. In the event of any failure of the Garage Operator to adhere to its obligations and responsibilities set out in this Agreement, the Company may take such actions against the Garage Operator as it may deem fit including providing warnings or de-listing the Garage Operator from its Portal.
2. **PRICING AND FEES**
   1. Pricing Structure: Each Service shall both be priced and displayed at the rate on the Portal at a price that may be mutually agreed between the the Garage Operator and the Company.
   2. Listing Fees: In consideration of the Company granting the Garage Operator access to the Portal for listing its Services, the Garage Operator may require pay to the Company a “**Listing Fee**” as may be mutually agreed between the parties from time to time.
3. **CANCELLATION POLICY**
   1. The Garage Operator agrees and acknowledges that the user may cancel the Service request, at any time and no cancellation charges shall be charged to the user by the Garage Operator. In the event the user has cancelled a Service request, the Garage Operator shall immediately inform the Company regarding such cancellation.
4. **OPERATOR INFORMATION**
   1. The Garage Operator hereby agrees to provide to the Company, information relating to its Services (“**Information**”) and hereby authorizes and licenses the Company to use the Information without any restrictions in the manner the Company deems fit in its sole discretion.
   2. The Information sought by the Company shall include, but shall not be limited to the Information detailed in this empanelment .
5. **OBLIGATIONS OF THE COMPANY** 
   1. The Company hereby grants to the Garage Operator a non-exclusive, royalty free, non-transferable, revocable, restricted and non-sub-licensable right and license to access and use the Portal, solely for the purpose of tracking the Information. The Company shall provide the Garage Operator with a login ID and password to access the Portal as and when required.
   2. The Company shall record the user’s information on the Portal. The Company will provide the Garage Operator with only the necessary user information in order to enable the Garage Operator to satisfactorily provide the Services. Such user information may be shared by the Parties in a mutually agreed manner and it shall be subject to such confidentiality and other restrictions as may be imposed by the Company from time to time. The Garage Operator shall not misuse, for its own benefit or the benefit of a third party, Information or user information received from the Company or the Portal.

10.3 The Garage Operator hereby grants to the Company a non-exclusive, royalty free, non-transferable, right and license to use the display the name, logo and Information provided by the Garage Operator for the purposes of listing it on the Portal and on-boarding the Garage Operator as a service provider on its Portal.

1. **COMPANY’S RESERVED RIGHTS**
   1. The Company may, upon intimation to the Garage Operator, discontinue, de-list or remove the information pertaining to the Garage Operator from the Portal, as the Company may deem fit.
   2. The Company may in its absolute and sole discretion reduce/cancel any Service request allocated to the Garage Operator due to the Garage Operator’s failure to provide the Services. Continuous failure with respect to the provision of the Services, on the part of the Garage Operator shall be a breach of this Agreement by the Garage Operator and the Company shall be entitled to temporarily suspend the account of the Garage Operator. In the event, the Garage Operator fails to rectify the breach by improving its service levels, the Company reserves its right to immediately terminate this Agreement in accordance with Clause 16 of this Agreement.
   3. The Company shall have the right to withdraw access to the Portal in case of delinquency and non-compliance with the terms of this Agreement (including any instructions given by the Company from time to time) by the Garage Operator and / or Garage Operator’s personnel according to Clause 16 hereof. The Company exercises no authority or control over the Garage Operator and / or the Garage Operator’s personnel except to the extent of provision of Services by Garage Operator hereunder and its consequent withdrawal.
2. **NON-DISCLOSURE AND NON\_SHARING OF DATA OF THE COMPANY**

The Garage Operator represents and warrants that it shall maintain the confidentiality of the confidential information of the Company including any sensitive personal information of the user, which comes into its possession or knowledge in connection with this Agreement and to protect all portions of the Company's confidential information by preventing any unauthorized disclosure, copying, use, distribution, or transfer of possession of such information. The Garage operator is specifically prohibited from selling or using any confidential information including any sensitive personal information of the user, for any purpose other than for the provision of the Services, as contemplated under this Agreement. The Garage Operator shall be solely liable, to the Company or any third party or the user, for any loss or damage caused due to any breach of this clause; and the Garage Operator shall also indemnify and hold indemnified Company at all times against all such actions and claims directly arising in this regard.

1. **INDEMNITY AND LIMITATION OF LIABILITY**
   1. The Garage Operator shall indemnify, defend and hold harmless the Company, its directors, employees, officers, agents and affiliates from and against any and all losses, damages, liabilities, costs and expenses arising as a result of or in connection with: (a) the breach of the provisions of this Agreement; and (b) any act of omission or commission on its part or on the part of its agents, employees or representatives.
   2. In no event shall the Company be liable to the Garage Operator or any user for any indirect, incidental, consequential, special, exemplary or other damages, including but not limited to loss of business profits, loss of business, business interruption and the like, howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same.
2. **DISCLAIMER** 
   1. The Company does not guarantee any minimum business or revenue that the Garage Operator may generate by entering into this Agreement. The Garage Operator acknowledges and agrees that the Services directed by the Company to the Garage Operator are decided on the basis of availability of Services, user preference, value for money and reliability of service.
   2. The Company does not warrant that the output from the Portal shall be free of errors or will be uninterrupted, or that the Garage Operator shall meet its requirements. The Company’s services, Portal, the output generated there from, and all other technology developed by the Company are provided on an “AS IS” basis and the Company specifically disclaims all warranties and indemnities, express, implied or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, accuracy, completeness, or any other warranty arising from the course of performance or course of dealing.
   3. Any material downloaded or otherwise obtained through the use of the Service or access of the Portal is accessed at Your own discretion and risk, and you will be solely responsible for any damage to Your device, computer, or loss of datathat results from the download of any such material.
3. **INTELLECTUAL PROPERTY RIGHTS**
   1. Subject to the terms and conditions set forth in this Agreement, the Garage Operator hereby grants to the Company, a non-exclusive, royalty free and non-transferable right and license to use, reproduce and display the Garage Operator’s trademarks in connection with providing the Garage Operator’s Information on the Portal and for any other use thought fit by the Company.
   2. Except to the extent provided in this Agreement, each party will retain all right, title, and interest in and to its respective intellectual property.Other than as provided herein, neither party shall form any combination trademarks with the other party’s marks or modify any of the other party's trademarks without the other party's prior written approval.
4. **GRIEVANCE REDRESSAL**

In the event the Garage Operator has any queries or issues with respect to the services of the Company under this Agreement, it shall contact the Company through the designated SPOC as notified to the Garage Operator through an email.

1. **TERM & TERMINATION**
   1. This Agreement shall be deemed to have commenced upon the Garage Operator clicking the I Accept button, and shall be in force as long as the Garage Operator has an account operation and existing with the Company. upon.
   2. Either party may terminate this Agreement without cause by providing 15 (fifteen) days prior written notice to the other party.
   3. In the event of breach of this Agreement by either party (“**Breaching Party**”), the other party (“**Non-breaching Party**”) shall be entitled to give the Breaching Party 7 (seven) days written notice to cure such breach, failing which it may forthwith terminate this Agreement. In such an event the Non-breaching Party shall be entitled to avail of and exercise any and all legal and equitable remedies prescribed by law in connection with such breach, as well as any other remedy available to it under this Agreement.
   4. Upon the expiry or early termination of this Agreement:
      1. The Garage Operator shall pay to the Company all amounts due and owing to the Company, as may be the case.
      2. Garage Operator shall promptly return to the other party all property and materials, including confidential information and materials, furnished to it by the other party pursuant to this Agreement.
      3. The parties shall cease acting in a manner that would imply a continuing relationship between the parties and shall cease all marketing and other activities contemplated under this Agreement.
      4. However, all the provisions of this Agreement, which by their nature are intended to survive the expiry or early termination of this Agreement, shall so survive.
   5. Expiry or earlier termination of this Agreement will not prejudice any rights of the parties that may have accrued prior thereto.
2. **SUBCONTRACT**
   1. The Garage Operator may not sub-contract the Services provided under this Agreement or any portion thereof to a third party without the Company’s prior written consent on a case to case basis. However, even if such consent is given, the Garage Operator shall continue to be ultimately responsible for such sub-contracted Services.
3. **MISCELLANEOUS**
   1. Non-Solicit: Neither party shall, during the term of the Agreement and in the 12 (twelve) months following the termination of the Agreement, offer employment to any personnel of the other party.
   2. Non-Compete And Non-Circumvent: For and in consideration of the Company providing the Garage Operator’s Information and Services on its Portal pursuant to the terms hereof, and in recognition of the fact that the Garage Operator will have access to and knowledge of the confidential information of the Company (the sufficiency whereof the Garage Operator hereby acknowledges), the Garage Operator covenants and agrees that, at any time during the term of this Agreement and for a period of 3 (three) year(s) thereafter, it shall not, directly or indirectly, of its own accord or jointly with any other person:
      1. compete with the business of the Company; and
      2. cause, influence, solicit or induce any actual or prospective client, customer, supplier, service provider or licensor of the Company or any other person who has a business relationship with the Company to:
4. terminate or change any such actual or prospective relationship in a manner which would be adverse to the Company and its business operations;
5. reduce or refrain from doing business  with the Company;
6. enter into any business relationship of any nature whatsoever with the Garage Operator; and/or

1. interfere with, disrupt, alter and damage in any manner whatsoever, the relation between the Company and its clients, customers, suppliers, service providers, licensors or whosoever else having or may have a business relationship with the Company.
   1. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, THE GARAGE OPERATOR SPECIFICALLY AGREES THAT IT WILL NOT DEAL WITH ANY USER DIRECTLY OR INDIRECTLY AND SHALL NOT ACCEPT ANY SERVICE REQUESTS FROM SUCH USER OTHER THAN THROUGH THE COMPANY AND THE PORTAL. ANY BREACH OF THIS PROVISION WILL ENTITLE THE COMPANY TO IMMEDIATELY TERMINATE THIS AGREEMENT AND PURSUE SUCH LEGAL REMEDIES AS AVAILABLE TO IT UNDER LAW.
   2. Costs: The Garage Operator shall be responsible for its own expenses and costs of any kind incurred in connection with this Agreement.
   3. Assignment: This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned to any third party, unless otherwise agreed in writing by both parties.
   4. Severability: Any provision of this Agreement which is prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Agreement, which will continue in full force and effect.
   5. Force Majeure: Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by force majeure or reasons beyond the reasonable control of the concerned party. This will not however apply to the obligation to make accrued payments.
   6. Notices: Any notices, requests and other communications required or permitted hereunder shall be in writing and may be sent by any of the following means to the receiving party at the relevant addresses set forth in this Agreement:
2. by electronic mail. For the purposes of this sub-clause the Parties’ electronic mail addresses shall be the following, unless otherwise intimated by the parties to each other:

*For Company: info@quickfixcars.com*

*For* G*arage Operator:* such email address provided to the Company in order to secure the account login details,

1. by hand, against a written acknowledgement of receipt by the receiving party (including by electronic mail),
2. by registered mail,

1. by facsimile, against a written acknowledgement of receipt by the receiving party (including by electronic mail). .

Any notice, request, or other communication given or made pursuant to this Agreement shall be deemed to have been received on receipt of a confirmation of successful delivery either by the receiving party or by the communication service provider.

* 1. Headings: The headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement.
  2. No Agency: Except as otherwise provided in this Agreement, it is clearly understood and accepted by both parties that this Agreement and the contract between the parties evidenced by it are on “principal to principal” basis and nothing herein contained shall be construed or understood as constituting either party hereto as the employer, agent or representative of the other under any circumstances.
  3. Waiver: Failure of either party to require performance of any provision of this Agreement shall not affect such party’s right to full performance thereof at any time thereafter, and any waiver by either party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concerned party.
  4. Governing Law and Arbitration: This Agreement shall be governed by the laws of India. Any disputes or differences whatsoever between the parties which cannot be settled by mutual discussions shall be settled by a competent court of law, for which courts at Gurgaon shall have the exclusive jurisdiction.. Nothing contained in this clause will preclude either party from applying for and obtaining any injunctive, prohibitory or other similar urgent or interim relief from a competent Court of law, for which the Courts at [New Delhi] shall have exclusive jurisdiction.
  5. Effect of Agreement: This Agreement represents the understanding and agreement between the parties with respect to its subject matter as of the date of the Agreement. This Agreement supersedes all prior agreements, understandings or courses of performance. This Agreement may be modified or amended in accordance with the written communications and agreements made between the Company and the Garage Operator.
  6. Electronic Contracting: Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO IN RELATION TO THIS SERVICE, INCLUDING ANY NOTICES UNDER THIS AGREEMENT.