

TERMS AND CONDITIONS

This Agreement is an electronic record as per terms of Information Technology Act, 2000 and Rules, Regulations and as per the regular amendments, thereunder or any other applicable laws which deal with electronic records & documents. This is a computer system generated electronic record and it does not require any physical or digital signatures. By viewing and using the website/app the Advertising Entity acknowledges and consents to follow the Terms and conditions mentioned herein.

VAOO is strongly committed to keep your personal and financial information secure. To earn your trust and confidence in our commitment. We encourage you to read our privacy statement and the terms and conditions to understand what types of personally identifiable information we collect and how we use this information.

VAOO is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which VAOO provides may change from time to time without prior notice to you.

VAOO has the right to collect all the required data of the users for the registration purposes on the website and related procedures.

The consumers and the drivers can look upon the consumers T&C and Drivers T&C for their respective terms & conditions for the use of website and respective apps.

VAOO Technology platform is a web based and/or app based software application designed, created by VAOO, to provide tech base solution to transportation system and to provide tech base online booking platform as a Marketplace and & consist of various modules, services, products, facilities which may or may not be inter-related to each other, including VAOO CABS facility and/or any other facility, services, products provided by VAOO and/or consist of apps/products like VAOO Driver Portal/APP, VAOO Portal/APP, Advertising Agency Panel etc. and other facilities, products, services of different kind and can be termed as VTP hereinafter.

Content: Any kind of text, graphics, images, videos, animation, gif, themes, user interface, visual interface, advertisement content, web content, app content, artwork, design, structure, architecture, framework of such content including but not limited to choice, selection, expression, sharing, look, feel, listen and any kind of arrangement of such content which is owned, licensed, controlled and/or copyrighted and protected as per applicable laws.

Applicable Laws: All the existing applicable laws with their rules, regulations, guidelines, regular notifications, regular amendments of GOI, GOMH and/or any other state Government and/or local Municipal Corporations or institutions and/or the Union Territories of the Union of India and/or

any judgements made in respect to such laws, rule, regulations by Supreme court of India and by any other High Courts of respective states of the Union of India.

Terms of Service for Advertising Entity:

The advertising entity must follow the procedures and step in the advertising agency panel for the registration purposes.

The Advertisers must fill the necessary data and information in the panel to complete the registration process.

The Advertisers shall make the payment to VAOO in the prescribed mode of payment as available on website and advertising panel and/or informed by VAOO through written communication to the advertising entity. Accordingly, the specific contact details of the authorized person/(s) to discuss the payment terms shall be given to the advertising entity by VAOO.

All the additional applicable taxes, charges and surcharges are to be borne separately for every content/ad campaign by the advertising entity while making the payment to VAOO. Also the Bill Charges of VAOO for every campaign are to be paid as decided by VAOO.

The credit facility shall be given to advertising entity only after the approval of VAOO and the maximum credit period of 60 days will be given to them by VAOO. The payment has to be done before prescribed period or immediately after the prescribed credit limit given to the advertising entity, failing which VAOO will charge an interest of 1.5% per month till the payment has been done. Also VAOO reserves the right to claim legal actions and damages caused due to delay in payment by the advertising entity.

In case of cancellation of campaign by the advertising entity after the approval of VAOO, the advertising entity is allowed to send other campaigns to VAOO to be run on its platform and the same shall be charged as per the revised rates of the selected respective campaigns. For more details, the advertising entity can refer the refund and cancellation policy displayed on the VAOO website.

The Advertising entity has the right to choose the options from the filters available on the VAOO platform.

Content Not Allowed:

VAOO will not run any campaign containing content of:

- Adult and pornographic content
- Obscene matter
- Scenes hurting religious sentiments
- Political issues

- Fraud and misleading ads or content
- Promotion of unauthorized and illegal products and services
- Content/ads banned by the legal bodies

VAOO reserves all the rights to cancel/disallow the above mentioned content and any such related content for the campaign without mentioning any reasons to be displayed on VTP and its apps/products. Also VAOO won't be liable in any way for such cancellation and non-approval of campaigns.

The advertising entity acknowledges that it will follow the guidelines and the rules of conduct as per the applicable laws of India and any other law enforcement authorities of India.

Indemnity:

The Advertising entity, hereby agrees and gives his consent to indemnify VAOO and all its officer(s), director(s), employee(s), staff(s), authorized agent(s) harmless for any and all kind of claims, demands, losses, liabilities and/or any other expenses including advocates, attorney's fees arising out of, or in connection with

(i) the use of any kind of services, facility, products, benefits of VAOO and/or VTP by them

(ii) breach or violation of any term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) of this T&C while showing content on VTP and its apps/products.

(iii) the violation or breach of any person's and/or organization's and/or any third party's legal rights as per the applicable laws.

(iv) breach or violation of any other applicable laws, while providing and showing content on VTP and its apps/products.

(v) any infringement or unauthorized use of intellectual property rights of VAOO including but not limited to infringement of intellectual property right of VAOO and VTP and also for any infringement or unauthorized use of intellectual property rights of any third party.

(vi) any violation of the applicable law, applicable license and permit terms of the advertising authorities.

(vii) any harm to the reputation and goodwill of VAOO directly attributable to the advertising entity.

(viii) damage, unauthorized use or loss of the VTP and its apps/products.

(ix) personal injury or harm to any kind of legal rights of consumer and/or third Party using/viewing the VTP and its apps/products, in connection with the content given by the advertising entity to VAOO and displayed on VTP and its apps/products, asserted against VAOO

(xi) civil or criminal offense under applicable laws or in the opinion of VAOO.

(xii) Breach or violation of the representations and warranties by the advertising entity

Liability

VAOO does not take any responsibility and/or can be held accountable and/or liable for lost profits, lost data, personal injury, damage of reputation, legal injury, legal harm, harm to legal rights, damage to moveable or immovable property, damage of any kind or other incidental and/or direct or indirect consequential damages, whether monetary or non-monetary, harassment caused to any Consumer, or any other third party and any advertising entity, resulting out from usage/access/downloads of/from VTP and its apps/products and/or any other integrated services of VAOO.

Also, VAOO shall not be liable for any kind of feedbacks and comments or statements made/given by the consumers and/or any third party on any platform and/or medium in relation to the content provided by the advertising entity and displayed on VTP and its apps/products and any defamation or loss of reputation and goodwill caused to the advertising entity because of such acts of any consumer and/or third party.

Termination:

VAOO can terminate the contract with the Party by giving a 30 days prior notice if

1. the Party fails to make the payment within the time prescribed,
2. does not follow the content guidelines prescribed by VAOO and the code of ethics provided by the law enforcement authorities and as per the applicable laws of India,
3. any of the conditions precedents set out in this T&C, are not fulfilled by the advertising entity to the satisfaction of VAOO in respect of any Program; or
4. any representations and/or warranties of the advertising entity are found to be false, misleading, untrue, or inaccurate in any manner.

Representations and warranties

By advertising entity:

The advertising entity hereby represents and warrants to the other,

- i. It has, by proper corporate action, duly authorized the execution, delivery and performance of this Agreement;
- ii. The execution and delivery of the content to be displayed on VTP and its apps/products & services provided by the advertising entity does not:
 - a) violate any statute or Applicable Law or any rule, regulation, order, judgment, or decree of any court or Governmental Authority affecting it; or
 - b) it shall not make or issue any statements on behalf of the any other third party/competitor or any statement that may be prejudicial to such other third party/ competitor, its reputation or business.
 - c) the Content shall not infringe any Intellectual Property Rights of any consumer, third party and VAOO;
 - d) the Content shall not at any time contain material that is obscene, libelous, slanderous, indecent, defamatory, grossly harmful, harassing, blasphemous, pornographic, pedophilic, invasive of another's privacy, sexually explicit or indecent, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, harm minors in any way, impersonate another Person, or otherwise unlawful in any manner whatsoever.
 - e) the Content is presently, and shall remain throughout the Term in compliance with Applicable Law (including, but not limited to, the Information Technology Act, 2000 and the rules thereto ("IT Act"), and the Indian Penal Code, 1860);
 - f) the Content shall not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any Device(s);
 - g) the Content shall not threaten the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

Force Majeure

VAOO shall not be liable for any claims or damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control and without its negligence, including, without limitation, Act of God or state or of any sovereign authority or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body/ ministry/ authority.

Waiver

Failure or delay on part of VAOO hereto, while exercising any right, power, duties, services, hereunder or any agreements and arrangements signed between VAOO and the advertising entity

and/or users, shall not be consider as waiver. And no waiver shall be effective unless made by giving a Notice and signed by an authorized representative of VAOO.

Severability

If any term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) of T&C and/or its agreements/arrangements, is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, then, such term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) of T&C and/or any Agreement/arrangement or part thereof shall to that extent be deemed, not to form part of these Agreement, but the legality, validity and enforceability of the other term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) in this T&C and/or any agreement/arrangement, shall not be affected. And the proper term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s), exhibit(s) may be substituted and/or replaced in alignment to the essence and subject matter of this T&C

Dispute Resolution & Jurisdiction:

All the disputes between the Parties will be mutually settled amongst themselves within 30 days. In case of non – settlement, and In the event of any dispute or differences between the parties or question, which may arise at any time hereafter, between the parties hereto, touching the true construction and meaning of the terms and conditions of this T&C, as also in respect of the rights and liabilities of the parties hereto, shall be referred to the arbitration of Sole Arbitrator, as mutually agreed upon by and between the parties hereto, in accordance with the Arbitration and Conciliation Act, 1996 and/or modification and/or amendments thereto.

- ii) In the event that the parties are unable to agree to appoint the Sole Arbitrator mutually, then the Sole Arbitrator shall be appointed under section 11 of Arbitration and Conciliation Act, 1996 by making an application by any party.
- iii) The Arbitration award shall be final and binding on the parties hereto. The arbitration proceedings shall be held in Mumbai and must be in English language. The Courts at Mumbai shall have exclusive jurisdiction with respect to this T&C.

Amendment & Modification

As and when, the necessary amendments, modifications, alterations, removal, corrections in any of term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s), Exhibit(s) of T&C and future agreement and/or any supplementary or additional agreements and/or exhibits are required to be added to this T&C, the same shall be added by VAOO and shall be binding on the user, viewer, advertising entity.

Non Exclusivity

Nothing contained in this T&C and/or any future agreements/arrangements shall prevent VAOO to enter into similar agreements with others.

Disclaimer

These T&C shall form a part of any agreements entered in future between the advertising entity and VAOO and construed to be read as one.