

CANCELLATION & REFUND POLICY

- 1) This policy 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 and the advertising agency panel of VAOO and VAOO digital platform, the Consumers & Drivers & Advertising entity acknowledges and consents to follow the Cancellation & Refund Policy mentioned herein.
- 2) The Consumers & Drivers & Advertising entity shall select the campaign as per the filter available on the Advertising panel available for advertising entity. Accordingly, it can select the budget of their choice as per the filters available on the advertising panel of VTP.
- 3) 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
- 4) The advertising entity must pay the campaign cost, as per the campaign selected on Advertising Agency Panel of VTP as per the consumption and/or impression received against the content which has been displayed on products of VTP (VAOO Portal/App and VAOO Driver Portal/APP) along with the applicable taxes, and bill charges as decided by VAOO.
- 5) In case of cancellation done by the advertising entity with respect to selected ongoing campaign, the same shall be charged as per the consumption and/or impression received against the content which has been displayed on products of VTP (VAOO Portal/App and VAOO Driver Portal/APP).
- 6) If advertising entity has been approved for credit facility by the VAOO then the prescribed credit period shall not exceed at any point of time beyond 60 days or the credit limit mutually decided between the advertising entity and VAOO. In case of failure or delay in payment after the expiry of the prescribed credit limit, VAOO can cancel the credit facility for all the other running and futuristic campaigns of the advertising entity and the same campaign shall be run on VTP and its apps/products only after outstanding dues are cleared

by the advertising entity, till that time all the remaining campaigns shall be put on hold to be run on any of the apps of VAOO and VTP.

- 7) 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 received. Also VAOO reserves the right to claim legal actions and damages caused due to delay in payment.
- 8) In case if an advertising entity wants to cancel the campaign, then it shall give an immediate prior written notice for the cancellation of campaign to VAOO.

Refund Policy

If the advertising entity cancels the campaign before its completion as set up in the VTP and its apps/products/advertising agency panel, then VAOO will refund the justified balance amount to the advertising entity within 45 days after any refund is requested by the advertising entity and if it deems fit and justified to VAOO subject to any kind of advance/prior partial payment made by the advertising entity.

Cancellation rights of VAOO

VAOO reserves the right to cancel the campaigns of the advertising entity subject to the conditions mentioned below:

- i. Content banned by the GOI,
- ii. Content banned by applicable laws,
- iii. Content restricted and prohibited by any law enforcement bodies of the state governments or GOI
- iv. Content restricted by the Judiciary and quasi judiciary authority of India
- v. Any content hurting religious sentiments of the public
- vi. Content having political issues
- vii. Content opposing the public policy and morals
- viii. Content showing obscene matters and pornography
- ix. Content promoting unauthorized and illegal acts

Also, VAOO can cancel/send back to modify the content to the advertising entity if it does not match the specification and resolutions as specified by VAOO to be run on VTP and its apps/products/advertising agency panel.

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 cancellation and refund policy and future agreement and/or any supplementary or additional agreements and/or exhibits are required to be added to this cancellation and refund policy, the same shall be added by VAOO and shall be binding on the advertising entity and VAOO.

Any communication made to VAOO regarding cancellation, amendment, modification w.r.t. content of the campaign or in such relation must be made in writing by the advertising entity.

Dispute Resolution & Jurisdiction:

All the disputes between the advertising entity and VAOO 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 cancellation and refund policy, 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 advertising entity and VAOO. 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 cancellation and refund policy

Non - Exclusivity

Nothing contained in this cancellation and refund policy and/or any future agreements/arrangements shall prevent VAOO to enter into similar agreements with others.