

## **USER TERMS AND CONDITIONS**

These terms and conditions (“**T&Cs**”) apply to Your access to, and use of the Application (defined hereinbelow). The Application is operated by CHALBO INDIA PRIVATE LIMITED ,and its subsidiaries, associates, licensees, and affiliated companies (“**CHALBO**”).

You acknowledge that ANI is providing you with a revocable license to use limited features of the Application and is not selling the Application or any features or technologies contained therein.

This document is an electronic record in terms of Information Technology Act, 2000 (“**IT Act**”) and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures.

By continuing usage of the WEBSITE, You are consenting to be bound by these T&Cs. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE T&Cs BEFORE YOU USE THE WEBSITE AND FEATURES CONTAINED THEREIN. If You find any of the T&Cs unacceptable, do not tender your acceptance to use the WEBSITE or avail any of its features. YOUR AGREEMENT TO THESE T&Cs SHALL OPERATE AS A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN YOU AND CHALBO IN RESPECT OF THE FEATURES OFFERED/AVAILED USING THE WEBSITE

### **I. DEFINITIONS**

All of the defined and capitalized terms in these T&Cs will have the meaning assigned to them here below:

- “**Account**” refers to the User’s account on the CHALBO WEBSITE enabling the use of the Application by the User.
- “**Applicable Laws**” shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court of India.
- “**WEBSITE**” shall mean the feature/category-icon “Car RENTAL” within the CHALBO .IN” and shall mean and include any updates provided by CHALBO from time to time.
- “**Car-RENTAL**” shall mean the offer of, and acceptance, by the Travelers (defined herein below) and the DRIVER (defined herein below) respectively to share the same Vehicle for the purposes of transportation to and from mutually agreed locations on the WEBSITE.
- “**ETA**” shall mean the estimated time of arrival of the Vehicle, at the pick up point of the traveler, provided by CHALBO before the Ride, which may change from time to time.
- “**ETT**” shall mean the estimated travel time of the Ride, provided by CHALBO during the Ride, which may change from time to time.
- “**Registration Data**” shall mean and may include the present, valid, true and accurate name, Email ID, age and such other information as may be required by CHALBO from time to time, provided by the Users at the time of registration on the WEBISTE OF CHALBO or otherwise.

- **“Ride”** shall mean the journey to and from the mutually agreed locations on the WEBSITE, by and between the Traveller
- **“User”** shall mean persons who have created request on website .
- **“Vehicle”** shall mean a motorcar as defined under the Motor Vehicles Act, 1988, which is owned and registered in the name of the Third party
- **"You", “Your” or “Yourself”** shall mean reference to the User accessing the website.

## **II. Interpretation**

1. Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.
2. Headings and captions are used for convenience only and will not affect the interpretation of the T&Cs.
3. Any reference to a natural person will, unless repugnant to the context, include his legal heirs, executors and permitted assignees. Similarly, any reference to a juristic person such as CHALBO will, unless repugnant to the context, include its affiliates, successors and permitted assignees.

## **III. Eligibility**

You will be **"Eligible"** to use the website only when You fulfill all of the following conditions:

- You have attained at least 18 (eighteen) years of age.
- You are competent to enter into a contract under the Applicable Laws.
- You have no criminal antecedents and have never been convicted of any criminal offence in India.
- You do not have any criminal proceedings pending against You in any courts in India.

You may avail the services on the website only if You fulfill the conditions as mentioned in 3.1.1 to 3.1.4 above.

**If You are not Eligible, please abandon any and all attempts to register or use the website**  
By continuing usage of the Website, you represent and warrant to CHALBO that you satisfy the eligibility criteria listed above in clause

2. To use the website You shall be required to update your User profile with details as requested at the time of sign up which may include without limitation personal information as well as personal login information and vehicle details.
3. You acknowledge that We rely completely on the information provided by You and We shall not be held liable if You or anyone who uses Your Account to access the Application is not Eligible to use the same. ANI shall not be responsible for any authenticity of the information provided by the User for use of the Application.
4. You shall not impersonate someone else or provide account information, an email address, mobile number, or any other information that is not Your own. We shall bear no liability for false, incomplete, old or incorrect information provided by You.

5. It is your responsibility to check and ensure that You use correct website for Your device. We are not liable if You do not have a compatible mobile device or
6. You will not assign or otherwise transfer Your Account to any third party.
7. In case of any unauthorized use of Your Account, You are to bring the same to our notice promptly. In the event of such unauthorized use, please immediately reach Us at [chalbo.co.in@gmail.com](mailto:chalbo.co.in@gmail.com)
8. In case, you are unable to access your trip, please inform us at [chalbo.co.in@gmail.com](mailto:chalbo.co.in@gmail.com) and make a written request for same.

#### **IV. Booking process**

1. The Application shall through technologically automated means connect Travelers and Co-Travelers having same points of origin and destinations for a Ride.

#### **V. Non-Commercial Activity**

1. The purpose of the website is strictly limited to facilitating Renting of Vehicles between for a Ride. The website shall under no circumstances be used to offer
2. You agree not to demand any reward or make profit in any form, from any Ride.

#### **VII. Privacy, Security and Terms of Use**

1. We will take every reasonable effort not to share any of trip details, Registration Data or other personal information (collectively, "**Personal Information**") You provide Us, except as required under any Applicable Law, or to the limited extent necessary for Us to implement any Ride related instructions We receive from You. Please read Our privacy policy (available at [www.chalbo.in](http://www.chalbo.in)) for further details regarding the use of Your Personal Information. We will bear no liability for the consequences in any event where Your Personal Information has been willingly or inadvertently shared by You with any third party.
2. You hereby expressly consent to receive communications from Us through Your registered phone number and/or e-mail ID. You consent to be contacted by Us via phone calls and/ or SMS notifications. You agree that any communication so received by You from Us will not amount to spam, unsolicited communication or a violation of Your registration on the national do not call registry.
3. You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities and transactions that occur through Your Account and the Website, whether initiated by You or any third party. The password and other details of the Account should not be shared with any third party. Your Account is non-transferable and is not capable of being sold to a third party. We shall 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.

4. You shall not probe, scan or test the vulnerability of the website or any network connected to the Application nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of the Application, or any other customer of Chalbo, including any of Chalbo account not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website , in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than trip details and other information related to journey .
  
5. You allow chalbo that they can use your current location for purpose of safety of you and can share it anyone if required but not to third party in any condition.