

# **AVIS-ONLINE SERVICES–USER AGREEMENT**

## **TERMS & CONDITIONS OF SITE USAGE**

**Version no: 20-21/01**

**Date of release: 01-Jul-21**

### **Overview**

This “Terms of Use” Agreement (the “Agreement”) describes the terms and conditions applicable to your use of our website, <https://avislease.in> (hereafter referred to as the "Site").

This Agreement is entered into between you (the "User"/ “You”) and ..... (“AVIS” “Service Provider”, “Owner/ seller”).

By accessing and using this Site, [www.avislease.in/usedcarsales.html](http://www.avislease.in/usedcarsales.html), you indicate that you accept to (unconditionally and irrevocably) this Agreement and the Privacy Policy linked to this Agreement, along with all applicable laws and regulations and it shall be a legally binding Agreement between you and AVIS. If you do not accept the terms and conditions of this Agreement or do not wish to be bound by this Agreement, please refrain from using the Site and exit immediately. You should be (18) eighteen years of age or above and should have read and accepted the full Agreement and the linked information before using the site.

This AVIS Site is owned and operated by AVIS for performing the Services as per the terms contained herein.

You represent and warrant that you possess the legal right and ability to enter into this Agreement and to use this Site in accordance with all terms and conditions hereinafter contained in it. You also acknowledge and agree that, unless AVIS specifically provides otherwise, this Agreement only applies to this Site and AVIS’s online Services available on this Site, and does not apply to any other offline services.

AVIS being Service Provider reserves the right to periodically change the terms and conditions of this Agreement and it is the Users’ responsibility to periodically review any and all changes made to these terms and conditions prior to each use of this Site. By using this Site, you agree in advance to accept any such changes.

### **Modification of the Site**

AVIS being Service Provider reserves the right to change, modify, alter, update or discontinue the terms, conditions and notices under which this Site is offered and the services, features, links, content, information and any other materials offered via this Site at any time and from time to time without notice, at its sole discretion. By your continuous use of the Site following such modifications, alterations or updates, you agree to be bound by such modifications, alterations, or updates. AVIS only grants you permission to access and make use of the Services provided in the Site. You are not authorized to download the code, prohibited content or modify /alter/change/amend/vary /transform/revise the Site in any manner.

## DEFINITIONS

- a. "**Disposal Facilitation Service(s)**" shall mean services of providing an on-line platform to facilitate the competitive disposal of Vehicles legally disposed and such services provided AVIS.
- b. "**Service Period**"/ "**Event**" shall mean and include such period, mentioning the start date and time and the end date and time i.e. providing a specific period for purchase of the Vehicles.
- c. "**Offer**" means offer or proposal/s made to the seller, confirming payment in full, if declared as the Winning Bidder and accepting the Vehicle (s) against final offered price quoted during the Event. (It includes offers during a disposal Event in which people compete by raising the offer or proposal until the Event closes and there is no more offer or proposal made.)
- d. "**Bid Price**" is a price, which may be equal to; less than or more than the minimum price, last bid price, offered by User / You, as a bidder, for the purpose of purchasing the Vehicle.
- e. "**Delivery**" means delivery of the Vehicle (s) by the Owner / Seller to the Winning Bidder in accordance with this Agreement.
- f. "**Last offer price**" shall mean the price, which is the highest price quoted by the User for the Vehicles, at the end of the Service Period.
- g. "**Minimum Price/Starting Price**" means minimum price quoted for the Vehicles and as displayed on the Site.
- h. "**Negotiated Sale**"/ "**Bulk Bargain**" shall mean and include the purchase of large scale of vehicle by the User by availing the Disposal Facilitation Services of AVIS.
- i. "**Registered User**" shall mean each User who registers at On-line Platform of AVIS by providing require information (such as GSTIN/ Unique Id of registered recipient, name, address, telephone and fax number, email address, details of its business, etc.) and accepts this "terms of use" of the Site and provided all the necessary documents as per the Know Your Customer (KYC) norms (as mentioned on the Site) to participate in the disposal Event.
- j. "**Disposal**" shall mean and include transfer of possession and ownership of Vehicle/Asset for specified amount (Winning Bidder of Vehicles / Assets at maximum Offer/proposal).
- k. "**Taxes**" shall mean and include **GST** (Goods & Service Tax), TCS if applicable and withholding taxes including but not limited to and other levies that are applicable on the date of transaction as per law on any payments or transactions envisaged under this Agreement.
- l. "**User**" is any person who accesses the Site for whatever purpose, regardless of whether the said User has registered with Service Provider / AVIS as a Registered User. A User includes a business entity and any legal entity which may be represented by such person under actual or apparent authority.
- m. "**Vehicle(s)**" shall mean the vehicle offered by the Owner / Seller for Disposal on the Site.
- n. "**Winning Bidder**" shall mean and include the registered user whose bid is the highest, in terms of price, at the end of Service Period.
- o. "**Owner**"/ "**Seller**" shall mean and include the person/s or any entity/ies that has/have all the legal rights and title over the Vehicles and is legally entitled to

dispose such Vehicles using Disposal Facilitation Services of AVIS and transfer such Vehicles with clear title.

### **Registration Fee:**

In consideration of AVIS providing its online platform for disposal of Vehicles owned by AVIS, the below fees are to be paid by the User through this Website to AVIS and shall be retained by them. Such fees entitle the User to avail of the Disposal Facilitation Services offered through the Website for a period 12 months from the date of activation

- a. Non Refundable, non-transferable One Year / Single Vehicle Subscription/Validation fee Rs. 499 /- (Rupees Four Hundred and Ninety-Nine) including GST/ applicable Taxes.
- b. Non Refundable, non-transferable One Year / Multiple Vehicle Subscription/Validation fee Rs. 4,999/- (Rupees Four Thousand Nine Hundred Ninety-Nine) including GST/ applicable Taxes.

\*GST Registered Dealer has to share its GSTIN/ Unique Id of registered recipient.

\* For individuals PAN number is mandatory

### **Usage of Site**

This Site acts only as a venue/platform for its Users to negotiate/interact for acquiring of Vehicles from the Owner/Seller, on such terms and in the manner mutually agreed between User / You and the Owner/ Seller which is AVIS. For all Disposal Facilitation Services, the actual transaction is taking place between buyers/Users and Sellers / Owner of the vehicle AVIS. You are advised to be diligent and exercise due & pragmatic caution before agreeing upon any understanding. Users may use this Site solely for their own personal or internal purposes.

You agree that you shall not copy, reproduce or download any information, text, images, video clips, directories, files, databases or listings available on or through the Site for the purpose of re- selling or re-distributing, mass mailing (via emails, wireless text messages, physical mail or otherwise), or operating a business that competes.

Systematic retrieval of any information from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without the prior written permission from AVIS, is prohibited. In addition, use of the content or materials of the Site, for any purpose not expressly permitted in this Agreement is prohibited.

As a condition of your use of the Disposal Facilitation Services provided under the Site by Avis, you shall not undertake any scheme which will undermine the integrity of the computer systems or networks used by AVIS and/or any other User and no User shall attempt to gain unauthorized access to such computer systems or networks. You shall not use the services provided by AVIS

in any manner that could damage, disable, overburden or impair any AVIS server or the network(s) AVIS server or interfere with any other party's use and enjoyment of any Disposal Facilitation Services.

## **Third Party Content**

Some of the Content/information displayed on this Site is provided or posted by third parties ("Third Party Content") which may be from independent websites, over which AVIS has no control or ownership. AVIS may not be the author of third-party content, whether contributed by anonymous users or paid content providers. You agree and understand that by visiting such websites you are beyond AVIS 's Site. Neither AVIS nor any of our affiliates, directors, officers or employees have entered into any sales agency relationship with such third party by virtue of our display of the Third Party Content on the Site. Any Third Party Content is the sole responsibility of the party who provided the content. AVIS is not responsible for the authenticity, availability, suitability, reliability, accuracy, propriety, lawfulness or truthfulness of any Third Party Content, and shall not be liable to any User in connection with such User's reliance of such Third Party Content, as the same is provided on "as is" without warranty of any kind. In addition, AVIS is not responsible for the conduct of any User's activities on the Site, and shall not be liable to any person in connection with any damage suffered by any person as a result of such User's conduct. AVIS may allow User access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such third party's website. You are cautioned to read such websites' terms and conditions and/or privacy policies before using such websites in order to be aware of the terms and conditions of your use of such websites. User acknowledges that AVIS has no control over such third party's website, does not monitor such websites, and AVIS shall not be responsible or liable to anyone for such web site, or any content, products or services whatsoever that made available on such a website.

## **Registered Users**

Individual registration, by the User is required to become a Registered User to purchase the Vehicles offered under this Site.

The Registered User is required to fill an online registration form available on the Site by providing true, correct and accurate information, such as name, address, mobile, telephone, valid email address, details of business, etc. during time of registration. A system generated password shall be mailed to the Registered User on successful submission of registration form. The Registered User is advised to change the password immediately upon logging into the Site for the first time.

To become a Registered User, the User must study: (i) accept the "terms of use" of this Site; (ii) Validate his/her email ID; (iii) provide all the necessary / required documents as per the Know Your Customer (KYC) norms (as detailed herein below)

**Know Your Customer (KYC) Documents includes:**

- a) PAN Card – MANDATORY
- b) AADHAR Number, in case of any individual person
- c) Address proof (Electricity bill or Phone Bill)
- d) Identity proof
- e) Business Proof
- f) GST Registered Dealer has to share GSTIN/ Unique Id of registered recipient.

Within 48 hours of validation of KYC documents, AVIS team activate the Registered User's account created by the User himself/herself by registering on this Site after completing the On-line Registration process, accepting the terms of Use and providing the KYC documents to AVIS and shall upon such activation of the Registered User account intimate the Registered User, accordingly.

Notwithstanding the above, AVIS reserves the right to introduce newer type(s) of fee, charges or other consideration, cancel, modify, increase, decrease or withdraw the fees levied, at any point of time and without any prior notice or assigning any reason thereof. Thereafter, each Registered User will be able to log-in and access their own account by feeding in the user name ("User ID") and password ("Password").

Online Disposal Facilitation Services are available only to those individuals /companies / entities who can form legally binding contracts under the applicable law. Also, the User(s) must not be a minor as per Indian Law, i.e. user(s) must be of sound mind and at least 18 years of age to be eligible to use the services provided herein.

Notwithstanding the above, AVIS may refuse registration and deny the issuance of an account and/or email account and associated User ID and Password to any User for whatever reason and without stating any reasons thereof.

The Registered User, an Individual/a business entity / corporation/ legal entity as the case may be, hereby represents that (a) you have the authority to bind the entity to this Agreement; (b) the address you use when registering is the principal place of business of such business entity; and (c) all other information submitted to AVIS during the registration process is true, accurate, current and complete.

For purposes of this provision, a branch or representative office will not be considered a separate entity and its principal place of business will be deemed to be that of its head office.

By becoming a Registered User, you consent to the inclusion of your personal data in operator AVIS Database.

Each Registered User is required to access his/her account at least once in every sixty (60) days, failing which, AVIS may, in its sole discretion, disable the user account.

A Registered User may not sell, attempt to sell, offer to sell, give, assign or otherwise transfer an account, User ID or Password to a third party. In addition, you are entirely responsible for maintaining the confidentiality of your account, User ID and / or Password. AVIS may suspend or terminate the Account of a Registered User or the transferee of a Registered User in the event of a sale, offer to sell, gift, assignment or transfer in violation of this section and block access to all users from that IP address, immediately without notice. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify AVIS immediately of any unauthorized use of your account or any other breach of security. AVIS will not be liable for any loss that you may incur as a result of unauthorized use of your password or account. However, you could be held liable for losses incurred by AVIS or another party due to unauthorized use of your account or password.

## Representations and Warranties

Each User hereby represents, warrants and agrees to

- (a) Make payment for Vehicles purchased by User; or
- (b) Takes Delivery of the Vehicles purchased

While using the Site, each User represents warrants and agrees not to:

- (a) use the Site, if it is not able to form legally binding contracts or any link is temporarily or indefinitely suspended from AVIS's Site;
- (b) manipulate the price of any item or interfere with any other User's listings;
- (c) take any action that may undermine the feedback or ratings systems;
- (d) transfer your account (including feedback) and User ID to another party.;
- (e) distribute viruses or any other technologies that may harm AVIS or the interests or property of AVIS users;
- (f) copy, modify, or distribute content from the Site and AVIS copyrights and trademarks; or
- (g) harvest or otherwise collect information about users, including email addresses, without their consent.

Bidder Fee: [Payable to AVIS]

- a. Buyer Fee applicable as per below slab for vehicles where AVIS is not the legal owner of the vehicle and is merely facilitating its online portal for disposal of the vehicle which is primarily owned by any individual having rightful ownership on the vehicle as mentioned in the said vehicle's Registration Certificate as issued by a competent Government authority;

Particulars	Facilitation fee (Per Asset Plus GST/ applicable Taxes)
All vehicles having 4 wheels or more	2% on final sale value

Each User acknowledges that the terms and conditions under this Agreement is applicable to the Negotiated Sale/ Bulk Bargain facility availed by the User for the purchase of large scale of assets by availing Disposal Facilitation Services.

Each User agrees to verify the details as given on the Site & check the actual condition of Vehicles before placing any Offer/proposal by inspecting the Vehicles/ at a location provided by the Owner / Seller.

Each User agrees that if he/she is the Winning Bidder in any competitive Event, he/she shall fulfill his/her purchase commitment by paying for the Vehicle and taking Delivery within 48 hours from the end of the Service Period or else the transaction shall be considered Un-Paid. [A transaction is considered as an Un-Paid Item (UPI) when / as long as, it remains unfulfilled due to Winning Bidder's denial to make the payment to the Seller towards the product won and/or non-provisioning of the status of the transaction to AVIS within 48 hrs. from the end of the Event / listing end date.

Each User acknowledges that AVIS shall have the absolute right to limit the Variable Bids by limiting the number of bids available to the User. The User acknowledges that the bid placed after exceeding the Variable Bids prescribed by AVIS shall not be deemed to be the valid

Offer.

### **Winning Bid Payment**

Each user shall report to Avis the status of the payment made by him to the owner / seller after being declared as "winning bidder". any failure to do so, will entitle Avis to take an appropriate action against the said winning bidder. his registration can be cancelled.

Payment in full value of the winning bid to be made through site or otherwise directly to Avis only and not to any other party, immediately on receipt of confirmation from Avis or as is directed by Avis.

Each User agrees that the final decision for Disposal & Delivery of any such Vehicle/Asset is at the sole discretion of the Owner / Seller.

Each User hereby represents, warrants and agrees that information submitted by it on the Site shall not: (a) contain fraudulent information (b) be part of a scheme to defraud other Users of the Site or for any other unlawful purpose; (c) relate to sale of Vehicles that infringe or otherwise abet or encourage the infringement or violation of third party rights, or our policies ; (d) violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination ;

(e) contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation; (f)

solicit business from any Users in connection with a commercial activity that competes with AVIS; (g) contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information; or (i) otherwise create any liability on Avis or its affiliates.

### **Termination /Suspension/Deactivation of Account**

If AVIS reasonably believes that an account and Password is being used / misused in any manner as clarified below, it reserves the absolute right to suspend, or terminate the service to the User and shall prohibit access to our Site, remove hosted content, and take technical and legal steps to keep such users off the Site.

In connection with the violation pertaining to the foregoing or violation of any user terms provided herein, AVIS may, at its sole discretion refuse service, restrict, suspend, terminate your account; refuse, move or remove for any reason: a.) any material/information submitted/available on the Site; b.) Deactivate or delete your accounts and all related information and files in your account; c.) any material displayed on the Site which it reasonably believes is unlawful, or that could subject AVIS to liability, or violates this Agreement; d.) cancel orders (offer/proposal on items entered by You) in its sole discretion with or without cause, and with or without any notice.

AVIS reserves its right to refuse service, restrict, suspend, terminate your account; (Terminate this Agreement; Terminate or suspend your access to the AVIS 's Site; Refuse, move or remove for any reason any Vehicles for which you submit an Offer on or through the Site;

Deactivate or delete your accounts and all related information and files in your account; and, remove or edit contents or cancel orders (entered by you) in its sole discretion and/or (II) with or without cause and / or (III) with or without any prior notice - (A) for any violation of the Terms of Use and/or

(B) due to Winning Bidder's (i) refusal to make payments for the winning product(s) due to ANY reason, whatsoever; (ii) inability to be contacted by AVIS (iii) non-provisioning of the payment details to AVIS, as per stipulated terms and conditions of AVIS (iv) in AVIS 's determination, there is any breach of the provisions of this Agreement by the Registered User; or

(v) AVIS has reasonable grounds to suspect that any information provided by a Registered User is untrue, inaccurate or is not current or is incomplete, or (vi) AVIS believes that the Registered User's actions may cause financial loss or legal liability to AVIS or its affiliates, directors, employees, etc. (vii) for such other reasons as AVIS may deem fit.

Upon such termination or suspension or deactivation etc., your right to use the AVIS 's Site will immediately cease. You can also terminate your account at any time but your information may remain stored in archive on our servers even after the deletion or the termination of your account.

Notwithstanding the above, AVIS may Reactivate the deactivated account / Reinstate the suspended / deactivated account, upon (i) User providing the required data and documents as sought by AVIS, however this would be on sole discretion of the AVIS

In addition, AVIS reserves the right to introduce newer type(s) of fee, charges or other consideration, cancel, modify, increase, decrease or withdraw the Reactivation/Reinstatement Fees levied, at any point of time and without your prior consent.

### **User Information**

AVIS reserves the right to cooperate fully with governmental authorities, private investigators and/or third parties in the investigation of any suspected criminal or civil wrongdoing or other unlawful activity. Furthermore, AVIS may disclose the User's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action, and AVIS shall not be liable for damages or results thereof and User agrees not to bring any action or claim against AVIS for such disclosure.

The User hereby agrees that AVIS shall have no liability to User, including no liability for consequential or any other damages, in the event AVIS takes any of the actions mentioned in the above clause, and that the User agrees to bear the risk that AVIS may take such actions.

### **Non-payment or Failure to Collect Vehicles**

If the Winning Bidder does not collect the Vehicles, in terms of this Agreement, AVIS shall may at its absolute discretion:- (a) charge 5% (Five Percent) of the purchase price or pro rata thereof as demurrage charges per month; (b) proceed against the Winning Bidder for damages for breach of contract; (c) resell the Vehicles or cause it to be resold through another Sale or otherwise and the defaulting Winning Bidder shall pay to AVIS any resulting deficiency in the purchase price (after deduction of any part payment and addition of resale costs and charges) and any surplus shall belong to AVIS. (d) reject or ignore any offer/



proposals made by or on behalf of the defaulting Winning Bidder at any future transactions or obtain a deposit from the Winning Bidder before accepting any offer/ proposals in future; and (e) be entitled to forfeit any amount paid by said Winning Bidder to AVIS as a deposit to participate in Event in form of Refundable Security Deposit (RSD), Bank Guarantee, others etc.

### **Privacy Policy**

AVIS 's Privacy Policy governs the protection and use of each User's information in AVIS 's possession. Each User hereby accepts the Privacy Policy and any updates and amendments thereto. Each User acknowledges that AVIS may change the Privacy Policy from time to time provided that AVIS shall make available the updated version of the Privacy Policy on the Site at all times. Your continuation of use of the Site shall be deemed to be your acceptance of the Privacy Policy which is displayed on the Site at the time of such use.

### **Limitation of Liability**

The features and services on the Site are provided on an "AS IS" and "AS AVAILABLE" basis, and AVIS hereby expressly disclaims any and all warranties, express or implied, including but not limited to any warranties of condition, quality, durability, performance, accuracy, reliability merchantability or fitness for a particular purpose and all such warranties, representation, conditions, undertaking and terms are hereby excluded.

AVIS makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability or completeness of any information provided on or through the Site.

AVIS does not represent or warrant that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of Vehicles offered or displayed on the Site does not violate any third party rights; and AVIS makes no representations or warranties of any kind concerning any Vehicles offered or displayed on the Site.

Any material downloaded or otherwise obtained through the Site is done at each User's sole discretion and risk and each User is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material.

No advice or information, whether oral or written, obtained by any User from or through or from the Site shall create any warranty not expressly stated herein.

Under no circumstances shall AVIS be held liable for any delay or failure or disruption of the content or services (including email & SMS notifications related to Disposal Facilitation Services ) delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

## **Indemnification**

Each User hereby agrees to indemnify and save AVIS, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such i) User's use of the Site (including but not limited to the display of such User's information on the Site) or from its breach of any of the terms and conditions of this Agreement ii) User's breach of any representations and warranties made by User to AVIS iii) for any third party claims

AVIS shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise or any other damages resulting from any of the following: a.) the use or the inability to use the Site (whether due to disruption, limited access, changes to or termination of any features on the Site or otherwise) for any interruption, delays, errors or omissions with respect to any communications or transmission, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Site; b.) any defect in goods, samples, data, information, Vehicles or services purchased or obtained from a User or a third-party service provider through the Site; c.) violation of Third Party Rights or claims or demands that Users'

manufacture, importation, distribution, offer, display, purchase, Sale and/or use of Vehicles offered or displayed on the Site may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants; d.) unauthorized access by third parties to data or private information of any User; e.) statements or conduct of any User of the Site; or f.) the quality of Vehicles, content, information, or other material purchased or obtained from the website will meet your expectations or requirements; g.) authenticity, availability, suitability, reliability, accuracy of the information, software, Vehicles, services, etc; h.) damage/loss caused to the buyers due to wrong details provided by the Seller. i.) Refusal of Seller to release the Vehicle. j) Handing over of documents or return of Vehicle by buyer & all such disputes are to be settled by the buyer & seller themselves.

## **Disclaimer of Warranties and Liability**

All the contents of this Site are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Any specific advice or replies to queries in any part of the Site is/are the personal opinion of such persons and are not subscribed to by this Site.

## **Data Protection**

AVIS may send information and offer products and services to you from time to time. Notwithstanding the foregoing, we reserve the right to disclose any information in response to / that it is required to be shared, disclosed or made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to AVIS. Further, we may (and you authorize us to) disclose your name, street address, city, state, zip code, country, phone number, email, and company name to law enforcing agencies in our sole discretion or incase appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

## **Notices**

All notices or demands to shall be effective if in writing and shall be duly made when sent to AVIS in the following manner:

To

The Manager  
Used Car Sales- AVIS LEASE  
Mercury Car Rentals Pvt Ltd, AVIS (India),  
Avis House, 92, Sector 44, Gurgaon - 122002

All notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to AVIS, or by posting such notice or demand on an area of the Site that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when: (a) AVIS is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or (b) immediately upon AVIS 's posting such notice on an area of the Site that is publicly accessible without charge.

## **General**

Subject to any additional agreements, this Agreement and the Privacy Policy constitute the entire agreement between the User and AVIS with respect to access to and use of the Site, superseding any prior written or oral agreements in relation to the same subject matter herein.

AVIS and the User are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

If any provision herein is held to be invalid or unenforceable, such provision shall be struck down and the remaining provisions shall be enforced.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. AVIS 's failure to enforce any right or failure to act with respect to any breach by a User under these terms and conditions will not waive that right nor waives AVIS 's right to act with respect with subsequent or similar breaches.

AVIS shall have the right to assign its obligations and duties in this Agreement and in any agreement relating to the services to any person or entity.

Rights and obligations under the Agreement which by their nature should survive will remain in full effect after termination or expiration of this Agreement.

This Agreement shall be governed by the laws of India without regard to its conflict of law provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Delhi.

You and AVIS agree that any cause of action arising out of or related to the AVIS 's web sites,

only, must commence within Six Months from the cause of action otherwise, such cause of action will be permanently barred

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

**This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of <https://avislease.in>(website)**

### **Terms & Conditions Privacy Policy**

This Privacy Policy applies to all online users of <https://avislease.in> which includes visitors, buyers, affiliates, sellers or anyone using the site. This legal document explicitly states the type of information

we collect, maintain, use, share and protect during the course of our operation. For better understanding, please read it in concurrence with the AVIS's Terms & Conditions.

We, at <https://avislease.in> value the importance of information & privacy of our Users. We are committed to protecting it in all respects. We do not sell or rent your personal identifiable information to third parties for promotional purposes without your permission.

As a visitor, you may freely browse the Site without sharing any personal information about yourself.

Like every online website, AVIS uses "cookies", wherein AVIS server deposits special codes on a visitor's computer. This information helps us to determine basic traffic statistics like aggregate number of visitors at any given time, types of Internet browsers being used by visitors (e.g., Netscape Navigator or Internet Explorer), types of operating systems used by visitors (e.g., Windows, Linux, Macintosh) etc. Although we track these details & even user's domains for trend analysis, the User remains anonymous. The "cookies" enable us to customize our offerings to you based on your personal preference and in fact enhances your experience in your subsequent visit to our Site.

When you create your account on <https://avislease.in>, we do collect individual information like User NAME, E-MAIL, PHONE/MOBILE No, and ADDRESS of the User. Certain activities like using search tools or browsing the Site or checking our Event calendar & even downloading the INVENTORY LIST of Vehicles do not require registration; however, certain ADVANCED features like availing Disposal Facilitating Services, tracking of offers/proposals, items won and creating a wish list do require registration. We shall use your contact information to send you details of Events based on your earlier purchases and your personal preferences.

Any non-personal information, communications and material you send to this Site by e-mail are on a non-confidential basis. AVIS is free to use and reproduce any such information freely, and for any purpose whatsoever. Specifically, AVIS will be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose, including developing, manufacturing or marketing products. Any information you send to this Site

must be truthful, complete, legal and not in violation of the rights of third parties.

**Sharing of Information:**

<https://avislease.in> may conduct promotional events jointly with another company, and AVIS may allow its Users to enter such online promotions wherein AVIS will use the information provided by the Users for the purpose of conducting the promotion (for example: to contact a winner of a contest) and with their consent, to offer the products and services of AVIS and its joint sponsors. In addition, AVIS may also collect demographic and other data for market research, advertising and promotions.

We do not share your personal information, with any third party other than service providers of AVIS who assist AVIS in providing the information and/or services AVIS is providing you. To the extent that AVIS does share your personal information with a service provider, AVIS would only do so if the party has agreed to comply with AVIS privacy standards as described in this privacy policy. AVIS may share your personal information with vendors or service providers such as companies who help AVIS with database administration. AVIS may also share your personal information with other companies/associates or affiliates of AVIS in other countries where data privacy laws may not be equivalent to those in force in India.

We may disclose personal information if so required by law or in the good faith that such disclosure is plausibly necessary to respond to subpoenas, court orders, or other legal processes. We may disclose personal information to law enforcement offices, Third Party Rights owners, or others in good faith that such disclosure is convincingly necessary to enforce our Terms & Conditions and this Privacy Policy; respond to claims of an advertisement, posting or any other content that violates the rights of a third party; or to protect the rights, property or personal security of our users or the general public.

There are links to other websites on <https://avislease.in> which may collect personally identifiable information about you. AVIS – is not responsible for the privacy policy & practices related to those linked websites.

Users of the Site may opt-out of receiving non-necessary (promotional, marketing-related) communication from us or on behalf of our partners at any time. To remove your contact information from <https://avislease.in> lists and newsletters, **CLICK HERE**.

AVIS may modify this policy at any time, in its sole discretion and all modifications will be effective immediately upon AVIS posting of the modifications on the Site. It does not apply to any of AVIS's offline Services.

The information collected on the Site is securely stored within the AVIS controlled database. The database is stored on servers secured behind a strong firewall. Access to the servers is password-protected and is strictly limited. However, as effective as AVIS security measures are, no security system is impenetrable. AVIS therefore cannot guarantee the security of its database, nor can it guarantee that information voluntarily provided by you will not be Intercepted while being transmitted over the Internet. And, of course, any information shared

on a discussion forum, review or blogs are available to anyone and everyone with Internet access.

By accessing this Site you agree to allow AVIS and the persons hired by AVIS, to process and use your personal data provided by you to rationalize and manage the business and User relationship, as well as to perform and execute promotions and contracts through <https://avislease.in>. This chiefly involves use of User's name, Contact addresses, contact numbers, email address, sex and date of birth.

**This policy is an electronic record as per the terms of Information Technology Act, 2000 and the amendments with respect to electronic records in various statutes as amended by the Information Technology Act, 2000. This legal document is generated electronically and does not require any physical or digital signatures.**

### **Terms & Conditions Security Statement**

We maintain reasonable physical, technical and procedural measures to limit access to personal information of Users by authorized individuals with appropriate purposes only. Our Site is a "Secure Site" recognized by VeriSign, a leading computer network security company.

We take credit card information security seriously and use a variety of technical solutions to ensure safe transaction on our Site. Furthermore, your information is encrypted and is protected utilizing the industry standards Secure Sockets Layers (SSL) encrypted software. While on a secure page, such as our order form, the lock icon on the bottom of Web browser such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to un-locked, or open, when you are just surfing".

Unfortunately, no data transmission over the internet, or method of electronic storage, can be guaranteed to be 100% secure. As a result, while we strive to protect your information, we cannot guarantee its absolute security. In no event shall AVIS be liable for any and all direct, indirect, special, exemplary or consequential damages or any damages whatsoever, including but not limited to, loss of use, loss of data or loss of profit, with regard to the form of any action, including but not limited to contract, negligence, or other tortuous actions, arising out of or in connection with the use, copying or display of the contents on our Site, even if AVIS or an authorized representative of AVIS has advised about the possibility of such damages.

For more information, please read our Privacy Policy about how we use and protect your personal information.

### **1. Vehicle / Item Description Terms & Conditions Disclaimer**

While every care has been taken to ensure accuracy of description of products before publishing, AVIS assumes no responsibility for any error which despite all precautions, may appear therein. Neither an ITEM DESCRIPTION nor any information contained herein shall be construed to constitute a contract or form the basis of a contract or agreement. AVIS shall not accept any responsibility for any loss or damage that may be caused to any person(s)

resulting from their reliance purely on the information provided in the Vehicle or item description.

### **1. Image / Photograph / Video / Live Feed**

AVIS makes every effort to display the Vehicles / items as accurately as possible on the Site. However, the actual COLOR/MODEL /VARIANT/YEAR of MANUFACTURE / RTO Information etc. of Vehicles / items may vary. We hereby disclaim all warranties and conditions with regards to products displayed on the site that they are completely accurate, reliable, current or error-free and AVIS shall not be liable on any account whatsoever.

### **2. Product Description**

To the maximum extent permitted by applicable law, we hereby disclaim all warranties relating to the information, software, products, color, size, look, texture and services etc. as provided/displayed/contained in this website including implied/express warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. All such information is provided “As Is’ without warranty of any kind.

### **3. Warranty & Guarantee of the Product**

AVIS does not provide any warranty/guarantee on Vehicles except explicitly mentioned. Other warranties or guaranties, if any; are as provided /assured by the manufacturer of the product and AVIS is not to be held liable in any manner whatsoever for any manufacturing defects in a Vehicle / item. For availing any warranty/guarantee benefit on a product with manufacturing defects, you are advised to follow the instructions provided by the manufacturer in their warranty information document.