# CITYLINES CARS PRIVATE LIMITED

Sr.No.23/11 Ashtvinayak Vihar Balajingar Dhankawadi Pune 411043 MAHARASHTRA - INDIA

Email: bookings@citylines.co.in

# <u>REVENUE</u>

CITYLINES CARS PRIVATE LIMITED Web Application is a consultation platform useful in connecting the business with common man through it's website www.citylines.co.in. Consulting fees will contribute to the revenue earned through the website.

# **PRIVACY POLICY**

Disclaimer: The Company can modify this Policy unilaterally at any time without notice. Modification may be necessary, among other reasons, to maintain compliance with applicable laws and regulations or accommodate organizational changes within the Company.

By transacting with <a href="www.citylines.co.in">www.citylines.co.in</a>, you are accepting the practices described in this Privacy Policy. As we continue to develop our website and the app, if any and employ emerging technologies to improve the services we provide, this Privacy Policy may change. We encourage you to refer to this Privacy Policy to understand our current privacy policy.

By mere use of the Website, you expressly consent to our use and disclosure of your personal information in accordance with the Privacy Policy. Privacy Policy is deemed to be incorporated into and is subject to the Terms of Service Agreement. By using the services or by otherwise giving us your information, you will be deemed to have read, understood, and agreed to the practices and policies outlined in this privacy policy and agree to be bound by the privacy policy. You hereby consent to our collection, use, and sharing, disclosure of your information as described in this privacy policy. We reserve the right to change, modify, add or delete portions of the terms of this privacy policy, at our sole discretion, at any time. If you do not agree with this privacy policy at any time, do not use any of the services or give us any of your information. if you use the

services on behalf of someone else (such as your child) or an entity (such as your employer), you represent that you are authorized by such individual or entity to (i) accept this privacy policy on such individual's or entity's behalf, and (ii) consent on behalf of such individual or entity to our collection, use and disclosure of such individual's or entity's information as described in this privacy policy.

CITYLINES CARS Private Limited has created this privacy policy ("Privacy Policy" or "Policy") to demonstrate our firm commitment to protecting the information you submit. We understand that you care about how information about you is used. We are committed to protecting your privacy and your personal information. This also applies to services and products offered by <a href="https://www.citylines.co.in">www.citylines.co.in</a>, as well as any other applications, content, or features that we may from time to time offer on our website or the app.

This Privacy Policy describes how the Company manages personal information collected, received, or maintained. We collect information pertaining to you which may be classified as personal information and sensitive personal data or information and all other types of information through our website, other online services, and other modes.

We take utmost care to protect your privacy. This Privacy Policy pertains to the different means of how we collect your information and describes how your personal information is stored and treated.

For the purposes of this Privacy Policy,

The term "PI" (Personal Information) means any personal information that relates to a natural person which, either directly or indirectly, in combination with other information available or likely to be available is capable of identifying such person.

The terms "SPI" (Sensitive Personal Information) of a person means such personal information which consists of information relating to (i) password; (ii) financial information such as bank account or credit card or debit card or other payment instrument details; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) biometric information; (vii) any detail relating to the above shared with us for providing service; and (viii) any of the information received under above clauses for processing: provided that any information that is freely available or accessible in the public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as SPI.

### WEBSITE:

For the purposes of this Privacy Policy, Website mean <u>www.citylines.co.in</u> or any other app that may be made available by us.

This portion of the Privacy Policy applies to our website. It does not apply to any other website of any third party, even if the third-party website links to (or is linked from) our website. By accessing, using, and/or submitting information through our website, you consent to the practices described in this Privacy Policy with regard to the information collected thereby as described herein. If you do not agree with this Privacy Policy, you must delete all cookies from your browser cache after visiting the website and refrain from visiting or using the website.

## A. What kind of personal information do we collect from you and when is it collected?

Information shared during registration and account creation: In order to avail of the Products and Offers, you will be required to register as a user using your phone number or email. However, for ordering Products you will be required to provide your name, phone number, email ID, address, and pin code.

Information from visitors and for participation: Visitors to our Platform may choose to submit their name, email address, and/or other information to learn more about our Products, Offers, to take part in a Company-sponsored event, or to participate in a survey among other things.

Financial and KYC Information: Your information including credit/debit card number, UPI ID, billing address, payment instrument details, etc may be collected by Razor Pay's secure online payment system. Credit card information collected on the Platform is stored on Razor Pay's secure sites and is available to us for up to 30 days. Such information is governed by Razor Pay's privacy policy.

### Feedback Data and Other Data: This includes:

If you call our customer service, we may record information provided by you to service you or record the calls for quality and training purposes.

If you provide any feedback or comments to us on the Platform.

Information about other people: You may seek information or order Products or avail of Offers for a person other than you (such as a gift) by providing their names, mobile numbers, email IDs, and addresses. We rely on you to obtain the intended recipient's consent to our use of their personal information for these limited purposes.

Usage data: We collect data about how you interact with our Platform. This includes data such as interaction patterns (such as screen actions, gestures: taps, scrolls) access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and third-party sites or services used before or in the course of interacting with our Platform.

Device data: We collect data about the devices used to access our Platform, including the device IP address, unique device identifiers, advertising identifiers, serial numbers, device motion data, and mobile network data.

Data collected through cookies: In simple terms, "cookies" are data collectors on websites. Cookies usually collect information regarding user settings such as language and special preferences. They also collect other miscellaneous information such as the time you spend on our Platform. Information collected through cookies is used to analyze how you interact with our website, how well you respond to marketing promotions, and to make your shopping experience safer. You are free to disable our cookies on your browser, but that may prevent you from accessing all the features of our Platform. Disabling our cookies may also require you to re-enter your account (in the event you have one) password over and over.

Information collected through advertisements: Our Platform may use third-party advertising companies to serve ads when you visit our Platform. The data regarding the way you interact with these ads is also collected, analyzed, and stored by us. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Policy does not cover the use of cookies by any such advertisers.

# B. How do we use your information?

Your personal information may be used for the Company's legitimate business interests in connection with your use of the Platform, including your registration, confirmation of your order, your delivery information, response to user inquiries and fulfill user requests, completion of transactions, providing customer service, sending administrative information, and to personalize the user experience with the Platform. We may use this information to better understand our users in general and to improve the content and functionality of the Platform. We may use the information to investigate and prosecute potential breaches of Company security or license agreements.

From time to time, we may use your email address to send you information and keep you informed about the Products and Offers in which you might be interested. Your contact information may also be used to reach you regarding issues concerning your use of our Platform, including changes to this Policy.

When you provide us with personal information about other people, (for example, you may provide us with a name and address for a merchandise gift recipient), we use that information for the purposes of processing the delivery and, in some cases, to communicate with the intended recipient with information pertaining to the status of the delivery. We rely on you to obtain the intended recipient's consent to our use of their personal information for these limited purposes.

The financial and KYC information collected by Razor Pay is used for facilitating payment. If they have trouble processing an order, they may contact you by e-mail.

We may occasionally contact you with our updates, newsletters, greetings, events, and seminars that we hold, which we refer to as Marketing Communications. Further, we may use your personal information to respond to your inquiry or process a recruitment request application form you have consented to and completed on our Platform.

- C. Do we share your personal information with third parties?
- 1. We do not sell the personal information of our customers to others. We also do not share such information with third-party business entities for their marketing or advertising purposes, unless you explicitly allow us to do so.
- 2. In certain cases, it is necessary for us to share your information with third parties. Such third parties may be:
- a. Third-party service providers: Our business operations involve many third-party organizations and individuals in the performance of our functions. We may disclose to third-party service providers certain personally identifiable information such as name, member ID, email, mobile number, address, or the information we collect from your access and use of our Platform, including device information, location, and network carrier. Further, these third-party service providers may use cookies on our behalf and may receive information about your browsing and buying activity. This information is shared with third-party service providers so that we can personalize the Platform for you, perform behavioral analytics and understand consumer patterns for the Platform. This information is further shared with the logistic companies and payment service providers for facilitating the delivery of Products and payment on the Platform. We contract with third parties to serve ads on our behalf across the internet and sometimes on our Platform. They may collect anonymous information about your visits and your interaction with our Platform. They may also use information about your visits to target advertisements for goods and services. This anonymous information is collected through the use of a pixel tag, which is an industry-standard technology used by most major websites. No personally identifiable information is collected or used in this process.
- b. Government/Law enforcement: Your personal information may be disclosed to government authorities or law enforcement in good faith that such disclosure is necessary to prevent, detect or investigate any illegal activities related to our Platform. Such disclosure may also be done in order for us to fulfill any legal obligations that may arise. Further, we may share your personal information in order to investigate, defend or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.
- c. Associated business entities: The Company may share your personal information with its affiliates and group companies for offering relevant products and offers to you.

If the Company and its assets are wholly or substantially acquired by a third party in the future, customer information will be one of the assets that may be transferred. This transition will take place with full disclosure of this Privacy Policy and the commitments expressed herein.

- d. Third Party Services: The Platform may allow you to connect with other websites, products, or services that we don't have control over (for example, if we allow you to pay through an external wallet facility then we will have to share your usage information with the facility provider). However, usage of such third-party services is subject to their privacy policies and not within our control. We recommend that you have a look at their privacy policies before agreeing to use their services.
- 3. The third parties who work on behalf of the Company are subject to strict confidentiality agreements. Additionally, they are not allowed to share this information with anyone except on a need-to-know basis required for carrying out their functions.
- D. How do we protect your personal information?
  The Company limits access to personal information to authorized employees, associates, partners, and officers. We maintain physical, electronic, and procedural safeguards to protect the information against loss, misuse, damage or modification, and unauthorized access or disclosure. Some of the other central features of our

information security program are:

- 1. The use of specialized technology such as firewalls.
- 2. Testing of the security and operability of products and services by the IT department before they are introduced to the internet, as well as ongoing scanning for publicly known vulnerabilities in the technology.
- 3. Implementing controls to identify authenticate and authorize access to various systems or sites.
- 4. Restricting the use of external data devices on the Company's systems.
- 5. Providing the Company's personnel with relevant training and continually updating our security practices in light of new risks and developments in technology. However, we cannot guarantee the privacy of personal information you transmit over the web or that may not be securely transmitted.
- E. What are your rights regarding the personal information collected by us? It is important for us that you remain in control of your personal information. If you would like us to modify, delete or withdraw consent regarding the use of any personal information collected about you, please send an email to bookings@citylines.co.in with 'REMOVE' mentioned in the subject line. However, you may not be able to use our Platform at all after such deletion or withdrawal of consent.
- F. Data retention

We shall only retain your personal information to facilitate your smooth and uninterrupted use of the Platform. We do not retain your personal information for longer than required for the purpose for which the information may be lawfully used.

# G. Children's privacy

Our Platform is not meant to be used by children, and we do not knowingly solicit or collect personal information from persons under the age of 18 (eighteen). If we find out that a child has given us personal information, we will take steps to delete that information and terminate the relevant user account.

### H. Grievances

Should you have any grievances about the processing of your personal information, you may contact us with respect to Data Protection and Privacy related complaints at bookings@citylines.co.in. All email messages are sent to and from www.drmanishpande.com may be monitored with the objective of ensuring compliance with internal policies and protecting our business.

# Secure Shopping

The following are the terms of a service agreement between any user ('You' or 'User' or 'Customer') of this website <a href="www.citylines.co.in">www.citylines.co.in</a> (the 'Website'). By accessing, browsing, and using this website from the website you acknowledge having read, understood and hereby agree to be bound by these terms and conditions, as modified or amended from time to time and each time you access the website, you reconfirm your agreement. CITYLINES CARS Private Limited (<a href="www.citylines.co.in">www.citylines.co.in</a>) reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised agreement on this website. This Website offers for sale certain information or products (the 'Products'). By seeking information or by placing order through this Website, you agree to the terms set forth in this Agreement. This Terms of Service Agreement (the 'Agreement') governs your use of this Website, the offer of products for purchase on this Website, and your purchase on this Website.

Unless you notify our third party vendors or direct <a href="www.citylines.co.in">www.citylines.co.in</a> advisors, of your desire to opt out from further direct company communications and solicitations, you are agreeing to continue to receive further emails and call solicitations from <a href="www.citylines.co.in">www.citylines.co.in</a> and its designated in house or third party vendors.

## Use of Website

By accessing this Website you are agreeing to all of the terms, conditions, and statements included in this legal statement. The entirety of this site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted through written consent by CITYLINES CARS Private Limited. Further, no Customer is authorized to frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) on the website without express written consent. Access to this website is for personal use of the Customer and not for any commercial use or to access its contents to collect and use product listings, descriptions, or prices; any derivative use of this site or any use of data mining, robots, or similar data gathering and extraction tools.

Customers are granted limited access rights for personal use on this site and not to download or edit any portion of it. <a href="www.citylines.co.in">www.citylines.co.in</a> is not responsible for any damages resulting from use of this website by anyone. You will not use the Website for illegal or fraudulent purposes. You will (1) abide by all applicable local, state, national, and international laws and regulations in your use of the Website (including laws regarding intellectual property), (2) provide true, accurate, current and complete information, (3) not take any actions that will violate or attempt to violate the security of the Website, (4) not engage, directly or indirectly, in transmission of 'spam', chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or interfere with any other person's use or enjoyment of the Website.

## Right to Modify Terms and Conditions of Service

CITYLINES CARS Private Limited reserves the right to delete, modify, or supplement the content of the Website at any time for any reason without prior notification, and will use reasonable efforts to include up-to-date and accurate information on the Website. CITYLINES CARS Private Limited reserves unconditional right to modify terms and conditions of transacting business without any prior notification and consent of customers. If we make changes to our Terms of Use and Privacy Policy and you continue to use our Website, you are implicitly agreeing to the amended Terms of Use and Privacy Policy. Unless specified otherwise, any such deletions or modifications shall be effective immediately upon CITYLINES CARS Private Limited posting thereof. Continued use of the Website will be deemed to constitute acceptance of the new terms and conditions.

#### Termination

CITYLINES CARS Private Limited reserves the right to terminate your access to the Website without advance notice if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and CITYLINES CARS Private Limited may, in its sole discretion and without advance notice to you, cancel any

outstanding subscriptions for Products. If your access to the Website is terminated, CITYLINES CARS Private Limited reserves the right to exercise whatever means necessary to prevent unauthorized access of the Website. CITYLINES CARS Private Limited may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Information/Products.

# **Return & Cancellation Policy**

## **Online Payment**

Refunds will be processed within 48 hours and will be credited to the customer account within 5-7 working days depending on the issuing bank.

## **Terms & Condition**

CITYLINES CARS PRIVATE LIMITED is the licensed owner of the brand <a href="https://www.citylines.co.in">www.citylines.co.in</a>. Please read the terms of this Term of Service Agreement ("Website") carefully. By using the website – <a href="https://www.citylines.co.in">www.citylines.co.in</a> ("Website"), or the mobile application on iOS or Android devise including phones, tablets or any other electronic devise, or the mobile site, <a href="https://www.citylines.co.in">www.citylines.co.in</a> ("Msite"), where as the Website, the App and the Msite are together referred to as (the "Platform"), or

purchasing products from the Platform you agree to be bound by all of the terms and conditions of this Agreement.

This Agreement governs your use of this Platform, use of the trade name - CITYLINES CARS Private Limited("Business Name"), offer of products for purchase on this Platform, and / or your purchase of products available on this Platform.

For the purposes of this Agreement, wherever the context so requires "You" or "User" shall mean any person including any natural or legal person who uses the Platform for information or buys any product from the Platform using any computer systems or other devices including but not limited to any mobile device, handheld device and tablets.

This Agreement includes, and incorporates by reference, the policies and guidelines referred to in this Agreement. In the event of any conflict between the terms of this Agreement and any provision of such polices and guidelines, the terms of this Agreement shall prevail in relation to the subject matter hereof and the terms of such polices and guidelines shall prevail in relation to the subject matter thereof. You are strongly advised to carefully read all such policies and guidelines, as available on the Platform.

CITYLINES CARS PRIVATE LIMITED reserves the right to amend the Agreement at any time by posting such amendments or the amended Agreement on this Platform.

CITYLINES CARS PRIVATE LIMITED may alert you of the amendments by indicating on the top of this Agreement the date it was last revised or by any other means. The amended Agreement will be effective immediately after it is posted on this Platform. Your use of the Platform following the posting of any such amendments will constitute continued acceptance of the Agreement including the amendments thereof.

CITYLINES CARS PRIVATE LIMITED encourages you to review this Agreement whenever you visit the Platform to make sure that you understand the terms and conditions governing the use of the Platform and / or the purchase of products. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with CITYLINES CARS PRIVATE LIMITED for other products or services. In the event of any conflict between the terms of this Agreement and any other agreement executed with you, the terms of such other agreement shall prevail in relation to the subject matter thereof

If you do not agree with this Agreement (including any policies or guidelines referred to herein), please immediately terminate your use of the Platform. If you would like to print this Agreement, please click the print button on your browser toolbar.

### Terms of Offer

This Platform provides information for sale various products. By placing an order for Products through this Platform, you agree to the terms set forth in this Agreement.

#### Customer Solicitation

Unless you notify in writing our third party vendors or CITYLINES CARS PRIVATE LIMITED advisors, of your intention to opt out from further direct and indirect marketing communications and solicitations, you are agreeing to continue to receive emails, calls and messages through other mediums which CITYLINES CARS PRIVATE LIMITED may adopt from time to time including but not limited to text messages for soliciting Products.

## Opt Out Procedure

You may choose to opt out from receiving future marketing and solicitation communications by following the steps below.

- 1. You may also choose to opt out, via sending your email address to: bookings@citylines.co.in
  - 2. You may send a written remove request to CITYLINES CARS Private Limited, Sr.No.23/11 Ashtvinayak Vihar Balajinagar Dhankwadi Pune 411043.

    MAHARASHTRA INDIA

## **Proprietary Rights**

CITYLINES CARS PRIVATE LIMITED has proprietary rights and trade secrets in the Products. You shall not copy, reproduce, resell or redistribute any Product manufactured and/or distributed by CITYLINES CARS PRIVATE LIMITED. We also have rights to all trademarks and trade dress and specific layouts of this Webpage, including calls to action, text placement, images and other information.

Platform

Content, Intellectual Property, and Third Party Links

In addition to making Information and Products available, this Platform also offers information and marketing materials. This Platform also offers information, both directly and through indirect links to third-party websites, mobile application. CITYLINES CARS PRIVATE LIMITED does not always create the information offered on this Platform; instead the information is often gathered from other sources. To the extent that CITYLINES CARS PRIVATE LIMITED does create the content on this Platform, such content is protected by intellectual property laws of the India, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws.

You acknowledge that your use of the content on this Platform is for personal, non-commercial use. Any links to third-party websites and mobile applications are provided solely as a convenience to you. CITYLINES CARS PRIVATE LIMITED does not endorse the contents on any such third-party websites and mobile applications. CITYLINES CARS PRIVATE LIMITED is not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites and mobile applications. If you link to third-party websites, you do so at your own risk.

# Eligibility

Persons who can form legally binding contracts under Indian Contract Act, 1872 (Act) are only eligible to use the Platform. Persons who are "incompetent to contract" within the meaning of the Act are not eligible to use the Platform. If you are under the age of 18 years (minor), you shall not register as a user and shall not transact on or use the Platform. Legal guardian or parents can transact or use the Platform on behalf of minor. CITYLINES CARS PRIVATE LIMITED reserves the right to terminate your membership and/or refuse access to the Platform upon acquiring actual knowledge that you are under the age of 18 years. Use of Platform; CITYLINES CARS PRIVATE LIMITED is not responsible for any damages resulting from use of this Platform by anyone. You will not use the Platform for illegal purposes. You will (1) abide by all applicable local, state, national, and international laws and regulations in your use of the Platform (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Platform by other users, (3) not resell material on the Platform, (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Platform License. By using this Platform, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Platform in connection with your normal, non-commercial, use of the Platform. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from CITYLINES CARS PRIVATE LIMITED or the applicable third party (if third party content is at issue).

## Posting

By posting, storing, or transmitting any content on the Platform, you hereby grant CITYLINES CARS PRIVATE LIMITED a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world. CITYLINES CARS PRIVATE LIMITED does not have the ability to control the nature of the user-generated content offered through the Platform. You are solely responsible for your interactions with other users of the Platform and any content you post. CITYLINES CARS PRIVATE LIMITED is not liable for any damage or harm resulting from any posts by or interactions between users. CITYLINES CARS PRIVATE LIMITED reserves the right, but has no obligation, to monitor interactions between and among users of the Platform and to remove any content CITYLINES CARS PRIVATE LIMITED deems objectionable, at its sole discretion.

### **DISCLAIMER OF WARRANTIES**

Your use of this Platform and/or information/ products is at your sole risk. The Platform and information/ Products are offered on an "as is" and "as available" basis. To the extent permitted under applicable laws, CITYLINES CARS PRIVATE LIMITED expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the Products or Platform contents, or any reliance upon or use of the Platform content or Products.

Without limiting the generality of the foregoing, CITYLINES CARS PRIVATE LIMITED makes no warranty: That the information provided on this Platform is accurate, reliable, complete, or timely. The links to third-party Platforms are to information that is accurate, reliable, complete, and timely.

No advice or information, whether oral or written, obtained by you from this Platform will create any warranty not expressly stated herein as to the results that may be obtained from the use of the Products or that defects in products will be corrected.

### LIMITATION OF LIABILITY

To the extent permitted under applicable laws, CITYLINES CARS PRIVATE LIMITED will not be liable for any direct, indirect, incidental, special or consequential damages in connection with this Agreement or the Products in any manner, including liabilities resulting from (1) the use or the inability to use the Platform content or Products; (2) the cost of procuring substitute Products or content; (3) any Products purchased or

obtained or transactions entered into through the Platform; or (4) any lost profits you allege.

### INDEMNIFICATION

You will release, indemnify, defend and hold harmless CITYLINES CARS PRIVATE LIMITED and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Platform content or your use of the Platform content; (3) the Products or your use of the Products; (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to CITYLINES CARS PRIVATE LIMITED. When CITYLINES CARS PRIVATE LIMITED is threatened with suit or sued by a third party, CITYLINES CARS PRIVATE LIMITED may seek written assurances from you concerning your promise to indemnify CITYLINES CARS PRIVATE LIMITED; your failure to provide such assurances may be considered by CITYLINES CARS PRIVATE LIMITED to be a material breach of this Agreement. CITYLINES CARS PRIVATE LIMITED will have the right to participate in any defence by you of a third-party claim related to your use of any of the Platform content or Products, with counsel of CITYLINES CARS PRIVATE LIMITED choice at its expense. CITYLINES CARS PRIVATE LIMITED will reasonably cooperate in any defence by you of a third-party claim at your request and expense. You will have sole responsibility to defend CITYLINES CARS PRIVATE LIMITED against any claim, but you must receive CITYLINES CARS PRIVATE LIMITED prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Platform or Products.

## **PRIVACY**

CITYLINES CARS PRIVATE LIMITED believes strongly in protecting user privacy and providing you with notice of use of your data. Please refer to CITYLINES CARS PRIVATE LIMITED privacy policy, incorporated by reference Privacy Policy. The privacy policy can also be accessed on the Platform.

## AGREEMENT TO BE BOUND

By using this Platform or ordering Products, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Platform.

## Force Majeure

CITYLINES CARS PRIVATE LIMITED will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

## Cessation of Operation

CITYLINES CARS PRIVATE LIMITED may at any time, in its sole discretion and without advance of the Platform and distribution of the Information/ Products.

## **Entire Agreement**

This Agreement including the policies and guidelines included herein by reference comprise the entire agreement between you and CITYLINES CARS PRIVATE LIMITED and supersedes any prior agreements pertaining to the subject matter contained herein.

### Effect of Waiver

The failure of CITYLINES CARS PRIVATE LIMITED to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

### Governing Law and Jurisdiction

This Platform originates from the Hyderabad, Telangana State. This Agreement will be governed by the laws of India and shall be subject to the exclusive jurisdiction of Courts in the State of Telangana State.

## Waiver of Class Action Rights

By entering into this agreement, you hereby irrevocably waive any right you may have to join claims with those of other in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connection with this agreement must be asserted individually.

### Termination

CITYLINES CARS PRIVATE LIMITED reserves the right to terminate your access to the Platform without advance notice if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Platform and CITYLINES CARS PRIVATE LIMITED may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Products. If your access to the Platform is terminated, CITYLINES CARS PRIVATE LIMITED reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Platform. This Agreement will survive indefinitely unless and until CITYLINES CARS PRIVATE LIMITED chooses, in its sole discretion and without advance to you, to terminate it.

# Assignment

You may not assign your rights and obligations under this Agreement to anyone. CITYLINES CARS PRIVATE LIMITED may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

## Severability

In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

## Contact Us

Please contact us for any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Platform.

#### Grievance

In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the Grievance Office are provided below:

CITYLINES CARS PRIVATE LIMITED, Sr.No.23/11 Ashtvinayak Vihar Balajinagar Dhankwadi Pune 411043 MAHARASHTRA - INDIA

Email: bookings@citylines.co.in

BY USING THIS PLATFORM OR ORDERING PRODUCTS FROM THIS PLATFORM YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.