

TERMS & CONDITIONS: OLA CREDIT

Last updated on 27th December, 2017

Ola Credit is operated and provided to You by ANI Technologies Private Limited.

These terms and conditions (“**User Terms**”) apply to your visit to and use of the Ola Credit feature on the Site whether through a computer or a mobile phone, as well as to all information, recommendations and or services provided to You on or through the Ola Credit feature on the Site, the Service and the Application. This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the 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. By clicking on the “I ACCEPT” button, You are consenting to be bound by these User Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE USER TERMS BEFORE YOU USE OLA CREDIT ON THE SITE. If You do not accept any of the User Terms, then please do not use Ola Credit on the Site or avail any of the services being provided therein. YOUR AGREEMENT TO THESE USER TERMS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND OLA IN RESPECT OF THE USE AND SERVICES OF OLA credit ON THE SITE.

1. DEFINITIONS

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

- (i) “**Account**” shall mean the account created by the Customer on the Application for availing the Services provided by Ola.
- (ii) “**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, or a court of India.
- (iii) “**Application**” shall mean the mobile application “**Ola**” updated by Ola from time to time.
- (iv) “**App Fee**” shall mean the fee payable by the Customer to Ola for availing the technology services offered by Ola. App Fee shall be chargeable on every booking made through the Application.
- (v) “**City of Operation**” shall mean a city in which the Customers and TPSPs avail and render the transportation services respectively. For clarity, the services rendered by the TPSPs and availed by the Customers shall be in the same city.
- (vi) “**Customer/ You**” means a person who has an Account on the Application.
- (vii) “**Driver**” shall mean and include such individuals as may be evaluated, appointed and trained by an operator associated with us or TFS to provide the transportation services and persons who own the Vehicles and who have necessary city taxi permits and licenses to provide transportation services within the City of Operation.
- (viii) “**E-Wallet**” shall mean a pre-paid payment instrument, which can be used to make payments.
- (ix) “**Fare**” shall mean such amount in Indian Rupees, which is reflected on the Application, as the fare payable for the specific Ride performed by a TPSP.

- (x) **“Force Majeure Event”** shall mean any event arising due to any cause beyond the control of Ola.
- (xi) **“Ola”** or **“us”** or **“we”** shall mean ANI Technologies Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its corporate office at 4th Floor, Cherry Hills, Embassy Golf Links, Domlur, Bangalore-71, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates and permitted assigns.
- (xii) **“Ola Credit”** shall mean the functionality available on the Application enabling access to Ola Credit Services.
- (xiii) **“Ola Credit Account”** shall mean the account created for the Customer by Ola subject to Clause 3.
- (xiv) **“Ola Credit Services”** shall mean credit facilities granted to the Customer by Ola for the Services in terms of Clause 5.
- (xv) **“Registration Data”** shall mean and may include the present, valid, true and accurate name, email ID, phone number and such other information as may be required by Ola from the Customer from time to time for registration on the Application.
- (xvi) **“Ride”** shall mean the travel in the Vehicle by the Customer facilitated through the Site. The Ride may be shared with other passengers, if You chose any of the pooled or shared features available on the Site.
- (xvii) **“Service(s)”** means the facilitation of transportation service by Ola through the Application or via a telephone request at the call centre of Ola, or booking on the Site, within the City of Operation, as elaborated in Clause 4.1.
- (xviii) **“Service Fee”** shall mean and include the Fare and the App Fee.
- (xix) **“Site”** shall mean the Application and the website operated by Ola or any other software that enables the use of the Application or such other URL as may be specifically provided by Ola.
- (xx) **“T&Cs”** and **“User Terms”** shall mean these Customer terms and conditions.
- (xxi) **“TFS”** shall mean Serendipity InfoLabs Private Limited, a company incorporated under the Companies Act 1956, and having its corporate office at 3rd Floor, Salarpuria Tower 2, No. 32, Luskur Hosur Road, Next to Forum Mall, Bangalore- 560095 which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all our successors, affiliates and permitted assigns.
- (xxii) **“TPSP”** shall mean a Driver and/or an operator associated with us or TFS, offering the service of transporting Customers within the City of Operation as requested by the Customer on the Application.
- (xxiii) **“Vehicle”** shall mean a motorcar or motor cab as defined under the Motor Vehicles Act, 1988.

2. **ELIGIBILITY**

- 2.1 You will be “Eligible” to use Ola Credit only when You fulfil all of the following conditions:
- (i) You have attained at least 18 (eighteen) years of age.
 - (ii) You are competent to enter into a contract under the Applicable Laws.

If You reside in a jurisdiction that restricts the use of Ola Credit because of age, or restricts the ability to enter into contracts such as this User Terms due to age, You must abide by such age limits.

3. **REGISTRATION AND OLA CREDIT ACCOUNT**

- 3.1 You understand and acknowledge that You can register for Ola Credit and create an Ola Credit Account only after providing Registration Data. You further understand and acknowledge that the option to register for Ola Credit may be granted to You at Ola's sole discretion.
- 3.2 Subject to Your compliance with these User Terms, Ola grants You a limited non-exclusive, non-transferable license to use Ola Credit solely for Your own personal use.
- 3.3 You shall be liable for all activities and transactions that occur through Your Ola Credit Account, whether initiated by You or any third party. Your Ola Credit Account cannot be transferred, assigned or 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 Ola Credit Account, either with or without Your knowledge.
- 3.4 You hereby represent that you are not registered with the National Do Not Call Registry, and expressly consent to receive communications including promotional content from Us through Your registered phone number and/or e-mail id.
- 3.5 We reserve the right to suspend or terminate Your Ola Credit Account with immediate effect and for an indefinite period, if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Ola Credit Account has been compromised in any way, or for any other reason We may deem fit.
- 3.6 Except for the Registration Data or any other data submitted by You during the use of Ola Credit through Site ("**Permitted Information**"), Ola does not want You to, and You should not, send any confidential or proprietary information to Ola on the Site or otherwise, unless otherwise is required by Applicable Laws. In accepting these User Terms You agree that any information or materials that You or individuals acting on Your behalf provide to Ola other than the Permitted Information will not be considered confidential or proprietary. You hereby grant to Ola the right to collect, process, use, share and protect Your Permitted Information in accordance with the Privacy Policy posted on the Site.
- 3.7 In case You are unable to access Your Ola Credit Account, please inform Us at support@olacabs.com and make a written request for blocking Your Ola Credit Account. Ola shall not be liable for any transactions undertaken in relation to Your Ola Credit Account wherein any Credit Amount may have been generated without your knowledge/ consent. We will not be liable for any unauthorized transactions made through Your Ola Credit Account prior to the expiry of 72 (seventy two) hours after You have made a request in writing for blocking Your Ola Credit Account, and shall not have any liability in case of Force Majeure Event.

4. **SERVICES**

- 4.1. Ola offers information and a means to obtain transportation services offered by the TPSP, which may be requested through phone, via call centre, Site, the use of Application or through any other channel made available by Ola for 'booking' purposes. Ola Site also permits booking of transportation services offered by TFS. All services provided by Ola to You by means of Your use of the booking channel, for booking purposes, are hereinafter referred to as the "**Service**". The Service allows You to send a request through Ola to a TPSP on the Ola network. The TPSP has sole and complete discretion to accept or reject each request for Service. If the TPSP accepts a request, Ola or TFS (where any taxi services of TFS are availed on the Site), notifies You and provides information regarding the TPSP - including Driver name, Vehicle license number, and telephone contact details of the TPSP. Ola shall procure

reasonable efforts to bring You into contact with a TPSP in order to obtain transportation service, subject to the availability of TPSP in or around Your location at the moment of Your request for such services.

- 4.2. You are under an obligation to pay the TPSP, Fare for the transportation service, and pay Ola the App Fee for the technology service provided by Ola. The Fare and the App Fee shall together be called the Service Fee.

5. **OLA CREDIT SERVICES**

- 5.1. You shall be granted a new mode of payment called 'Ola Credit' for the payment of the Service Fee in addition to the existing modes of payment on the Application.

1. **Cash payment:** Cash payment towards the Fare and the App Fee after the completion of Ride can be made to the Driver. You are responsible for the timely payment of the Service Fee and additional charges (if any; e.g. tolls etc.), in cash to the Driver.

2. **E-wallet payment:** Payment of the Service Fee (and additional charges if any, such as toll charges, surcharge etc.) can be made to Ola through a prepaid payment instrument available for payment on the Site. Ola offers You the facility of making payments through prepaid payment instruments owned and operated by third party payment processors ("**Payment Processor**"). The processing of payments in connection with Your use of the E-Wallet will be subject to the terms, conditions, and privacy policies of the Payment Processor that Ola engages for the purpose. Ola will not be responsible for any errors by the Payment Processor in any manner.

3. **Ola Credit Payment:** Payment for the Service Fee (and additional charges if any, such as toll charges, surcharge etc.) can be made to Ola on credit subject to the terms provided below.

- 5.2. Ola Credit payment mode shall enable You to pay and settle the Service Fee for the Ride and the technology services on credit and at a later point in time instead of immediate payments at the completion of the Ride. The Service Fee shall be due to Ola until the payments are made.

- 5.3. You shall have a credit limit of Rs. 1500/- (Rupees One Thousand and Five Hundred Only) or such other amount as may be determined by Ola ("**Credit Limit**"), at the breach of which You shall not be allowed to avail further credit facilities from Ola, and Your access to Ola Credit Services may be suspended/ terminated by Ola at its discretion.

- 5.4. The payment for all amounts due ("**Credit Amount**") under the Ola Credit payment mode shall be made only through the E-wallet payment mode. Such Credit Amount shall be paid by You within a period of 7 (seven) days from the date and time on which the first Ride was taken using the Ola Credit Service. This credit period of 7 (seven) days shall be reset every time You clear your dues towards the Credit Amount.

- 5.5. In the event You have sufficient balance in Your E-Wallet, the Service Fee payable at the end of a Ride shall be deducted from Your E-Wallet account.

- 5.6. In the event You have an active Ola Credit Account, and there is insufficient balance in Your E-Wallet, the Service Fee payable at the end of the Ride shall be reflected as amount due and payable by You.

- 5.7. In the event You have an active Ola Credit Account, and there is insufficient balance in Your E-Wallet, and the Ola Credit Account has reached its Credit Limit, You shall have to settle the transaction in Cash in terms of Clause 5.1 (i).

- 5.8. Ola shall, at all times, have the right to refuse provision of Service to you in case you have reached the Credit Limit.
- 5.9. Any payment related issue on the E-Wallet payment mode, except when such issue is due to an error or fault in the Site or Application, shall be resolved between You and the Payment Processor. Ola shall not be responsible for any unauthorized use of Your E-Wallet during or after availing the Services on the Site/ Application.
- 5.10. Ola will generate the invoice for the App Fee and the invoice for the Fare on behalf of the Driver servicing Your request, both of which will be sent across to Your registered e-mail. Please note that the charges mentioned in the invoices are exclusive of the additional charges (if any).
- 5.11. You understand that the Services provided to You shall be governed by these User Terms and any other applicable terms and conditions governing the concerned service (“**Customer T&Cs**”).
- 5.12. The Ola Credit Services shall be available only for use of Ola Cab and Ola Share functionalities on the Site, and are not available for any other services/ functionalities offered on the Site.
- 5.13. In the event that You fail to make the payments of Credit Amounts as per the terms of these User Terms, Ola retains the right to make a claim for any such Credit Amounts(s) due and payable by You to Ola from any balances that may be available in Your E-Wallet account or any other payment instrument operated by any Payment Processor. You hereby authorise Ola to make a claim with any Payment Processor, for such Credit Amounts due and payable to Ola in terms of these User Terms as and when You recharge/ reload Your E-Wallet. In addition to this, Ola also retains the right to charge any additional amounts in case of any delay in payments due to Ola.

6. **CUSTOMER RELATIONSHIP MANAGEMENT**

- 6.1. All issues, opinions, suggestions, questions and feedback while availing Ola Credit Services may be communicated to us through the following email address support@olacabs.com . Ola shall endeavor to respond to Your issues within 7 (seven) working days of Your reporting the same and endeavor to resolve it at the earliest. It is hereby clarified that issues are resolved on severity basis, and certain issues may be resolved earlier than the others. However, Ola shall not be liable for any damages or losses in the event You are not satisfied with any such resolution.

7. **FORCE MAJEURE**

- 7.1. We shall not be liable for any failure to perform any obligations under this User Terms, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case our obligations under this User Terms shall be suspended for so long as the Force Majeure Event continues.

8. **INDEMNIFICATION**

- 8.1. By accepting these User Terms and using the Service, You agree that You shall defend, indemnify and hold Ola, its affiliates, its licensors, and each of its officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) Your violation or breach of any term of these User Terms or any Applicable Law or regulation, whether or not referenced herein; (b) Your violation of any rights of any third party, or (c) Your use or misuse of the Ola Credit Service/(s).

9. **LIABILITY**

- 9.1. IN NO EVENT SHALL OLA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF OLA OR ANY OF OLA'S SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.
- 9.2. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OLA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS TERMS OF USE OR THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT OF Rs. 5000/- (Rupees Five Thousand only).
- 9.3. If Applicable Law does not permit the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages or death or personal injury, the scope and duration of such warranty exclusions and the extent of the liability of Ola shall be the minimum permitted under Applicable Law.

10. INTELLECTUAL PROPERTY OWNERSHIP

- 10.1. Ola alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to
- i. Ola Credit, Ola Credit Services and any suggestions, ideas, enhancement requests, feedback, recommendations;
 - ii. text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code; or
 - iii. other information provided by You or any other party relating to the Ola Credit and Ola Credit Services.
- 10.2. Third party trademarks may appear on Ola Credit/Site/ Application and all rights therein are reserved to the registered owners of those trademarks. For use of any third party's intellectual property, You need to get permission directly from the owner of the intellectual property for any use.
- 10.3. These User Terms do not constitute a sale and do not convey to You any rights of ownership in or related to Ola Credit or Ola Credit Service or any intellectual property rights owned by Ola. You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by use of the Ola Credit Services.
- 10.4. You may use information on Ola Credit purposely made available by Us for downloading from Ola Credit, provided that You:
- i. do not remove any proprietary notice language in all copies of such documents and make no modifications to the information;
 - ii. use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or
 - iii. do not make any additional representations or warranties relating to such information.

11. TERM AND TERMINATION

- 11.1. The agreement between Ola and You shall be in force from the date on which You accept these User Terms, until such time that the arrangement between Ola and You is terminated as per the terms hereunder ("**Term**").
- 11.2. The agreement between Ola and You (these User Terms) may be terminated by You by notifying Ola at support@olacabs.com . The arrangement will stand terminated

after a period of 7 days of acknowledgement by Ola of the receipt of such request from You.

- 11.3. Ola is entitled to terminate the agreement at all times and with immediate effect (by disabling Your use of Ola Credit, the Site/ Application and the Service/Ola Credit Service) if You: (a) violate or breach any term of these User Terms, or (b) in the opinion of Ola, misuse the Application or the Ola Credit Service; or (c) for any other reason as deemed fit by Ola.
- 11.4. Termination of this agreement will not prejudice accrued rights of either Ola or You.
- 11.5. Clauses on *Indemnification, Liability, Intellectual Property Ownership, Term and Termination, Notice and Applicable Law and Dispute Resolution* shall survive the expiry/termination of these User Terms in accordance with their terms.

12. **INVALIDITY OF ONE OR MORE PROVISIONS**

The invalidity of any term of these User Terms shall not affect the validity of the other provisions of these User Terms. If and to the extent that any provision of these User Terms is invalid, or is unacceptable in the given circumstances, a provision shall apply between the parties instead that is acceptable considering all the circumstances, taking into account the content and the purpose of these User Terms.

13. **CONFLICT**

In the event of any contradiction or inconsistency between this User Terms and any other Customer T&Cs, the terms of the User Terms shall prevail unless the exception has been expressly agreed to in writing by making reference to the relevant Clause sought to be modified under this User Terms.

14. **DISCLAIMER**

- 14.1. Ola and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Ola Credit Service, or Your reliance upon the Ola Credit Service or the information contained upon Ola Credit or the Site/ Application (whether arising from Ola or any other person's negligence or otherwise).
- 14.2. Ola and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from the services provided by third party service providers.
- 14.3. Ola Credit, the Site, Application and all content on Ola Credit, the Site and the Application are provided on an "as is" basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by Your access of Ola Credit, the Site and/or Application, that Your access of Ola Credit, the Site and/or Application and availing of Ola Credit Services is at Your sole risk, that You assume full responsibility for Your access and use of Ola Credit, the Site and/or Application, and that Ola shall not be liable for any damages of any kind related to Your access and use of Ola Credit, the Site and/or Application.
- 14.4. All images, audio, video and text in Ola Credit, the Site and/or Application are only for illustrative purposes. None of the models, actors or products in the images, if any is endorsing the Ola Credit Services in any manner. Any resemblance of any matter to anybody or anything is purely unintentional and/or coincidental.

15. **MODIFICATION OF THE SERVICE AND USER TERMS**

Ola reserves the right, at its sole discretion, to modify or replace any or all of these User Terms. Your continuous use of Ola Credit after such modification or replacement shall be deemed to be acceptance of the revised terms by You.

16. **NOTICE**

16.1. Ola may give notice by means of a general notice on the Application, or by electronic mail to Your email address or a message or call on Your registered mobile number, or by written communication sent by regular mail to Your address on record in Ola's account information, or through any other means as per applicable laws.

16.2. You may contact Ola by electronic mail at Our email address **support@olacabs.com** and by written communication sent by regular mail to Our address at

ANI Technologies Private Limited
Regent Insignia,
#414, 3rd Floor, 4th Block,
17th Main, 100 Feet Road
Koramangala, Bangalore - 560034
Ph no - 080-67350900
Fax no - 080-67350904

17. **ASSIGNMENT**

You may not assign Your rights under these User Terms without prior written approval of Ola. Ola can assign its rights under the User Terms to any third party.

18. **APPLICABLE LAW AND DISPUTE RESOLUTION**

These User Terms are subject to the laws of India. Any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site, the Service or the Application (collectively, "**Disputes**") the parties shall attempt to settle the same amicably, through negotiation and consultation at such offices of Ola as Ola may designate. In the event the dispute is not resolved internally between after at least 30 (thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time or in case the Arbitration and Conciliation Act, 1996 is no longer in force, as per any law relating to arbitration in force at the time of such reference. The reference shall be made to a sole arbitrator mutually appointed by Ola and You. The place of the arbitration shall be Bengaluru, Karnataka, unless otherwise mutually agreed by Ola and You in writing. Subject to the above, any Dispute will be subject to the exclusive jurisdiction of courts in Bangalore, India.