

**Updated effective from May 31 ,2018**  
**TERMS AND CONDITIONS FOR USING/ ACCESSING OLA PLAY**

These terms and conditions (“**User Terms**”) apply to Your visit/ access to and use, of the connected infotainment vehicle platform, a combination of hardware and software (“**Ola Play**”/ “**Ola Device**”) owned and operated by ANI Technologies Private Limited (“**Ola**”), which is intended to provide a fully connected interactive experience to You. This document is an electronic record in terms of Information Technology Act, 2000 and rules made 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 confirming your purchase , You are consenting to be bound by these User Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE USER TERMS BEFORE YOU USE THE SITE. If You do not accept any of the User Terms, then please do not use the Ola Play 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/ ACCESS TO SERVICES AVAILABLE ON THE OLA DEVICE/ OLA PLAY. These User Terms are to be read in conjunction with general terms and conditions which you have accepted with Ola.

1. **DEFINITIONS**

All of the defined and capitalized terms in these User Terms will have the meaning assigned to them here below:

- (i) “**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.
- (ii) “**Convenience Fee**” shall mean the fee payable by the Customer to Ola for using and/ or accessing the Ola Play by accepting these User Terms. The Convenience Fee shall be exclusive of all applicable taxes.
- (iii) “**Customer**”/ “**You**” means a person who will use and/or access the Ola Play.
- (iv) “**Service(s)**” means the facilitation of using and accessing Ola Play.
- (v) “**T&Cs**” and “**User Terms**” shall mean these Customer terms and conditions.

2. **ELIGIBILITY**

You will be “Eligible” to use the Services 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 the Service 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. **SERVICES**

- 3.1. Ola Play permits you to avail the connected infotainment vehicle platform owned and operated by us which is intended to provide a fully connected interactive experience to You.

3.2. **By using the Service, You further agree that:**

- (i) You will not use the Service for unlawful purposes;
- (ii) You will not damage Ola Play in any manner;
- (iii) You will comply with all Applicable Laws from Your country of domicile and residence and the country, state and/or city in which You are present while using the Service; and
- (iv) You are aware of and shall comply with the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder from time to time.

4. **PAYMENT**

- 4.1. Ola shall charge Convenience Fee for the Service agreed and accepted by You as displayed on the Ola Play/ Ola Device. The Convenience Fee shall be determined and amended at the sole and absolute discretion of Ola. The Convenience Fee shall be payable by you to Ola and shall be informed to you before you begin using/ accessing the Ola Play/ Services.
- 4.2. All applicable taxes in respect of the Convenience Fee shall be borne and payable by You to the Ola.
- 4.3. All payment methods available to pay the total ride fee under the general terms and conditions shall be made available for the payment of Convenience Fee.