

## TERMS OF USE

### User Agreement & Disclaimers

This document / agreement (hereinafter referred to as the “ **User Agreement**”) is an electronic record in terms of the Information Technology Act, 2000 and Rules made there under and in terms of the Indian Evidence Act, 1872, 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 and sets out the rules and regulations, privacy policy for access or usage of the website: [www.indianbluebook.com](http://www.indianbluebook.com).

By accessing, browsing the Website or clicking on “I Agree”/ “I Accept” and/or by using and/or downloading any content from the same or by placing orders for any Services, you agree that you have read and understood the terms and conditions set out herein and in the User Agreement as may be amended from time to time.

#### **1. DESCRIPTION:**

Mahindra First Choice Wheels Limited, a company incorporated under the Companies Act 1956 and having its corporate office at 10<sup>th</sup> Floor, DLH Park, SV Road, Goregaon West, Mumbai, 400062, Maharashtra, India (“**Company**”), is engaged in the business of providing, *inter alia*, valuation services for used/pre-owned vehicles and issue of inspection / valuation reports under the brand names “Indian Blue Book”, “IBB”, “IBB Precise Pricing” and “IBB Always Check” online comparison shopping and exchange platform for all kinds of vehicles, products and services through electronic commerce and owns and maintains a portal on the internet for display of automobiles which have been used/pre-owned/surrendered/repossessed vehicles as per the specification provided by the seller (hereinafter referred to as "**Services**").

The websites [www.indianbluebook.com](http://www.indianbluebook.com) (hereinafter referred to as "**Website**") provides its users information about Indian Blue Book and the Services provided by the Company.

## **2. ELIGIBILITY:**

The Services are available for use only to persons who can form legally binding contracts with the Company under an applicable law. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are registering as a business entity (a company/partnership firm/trust/society), you represent that you have the authority to bind the entity to the terms and conditions set out herein including the User Agreement.

## **3. PRIVACY POLICY:**

We do not disclose Your Information to third parties for their marketing purposes without your explicit consent and we only use and disclose your information as described in the Privacy Policy. We view protection of your privacy as a very important community principle. We understand clearly that you and Your Information are one of our most important assets.

[Click here](#) to view the Privacy Policy. You understand and agree that when you visit the Website, you are consenting to the collection and use of information provided by you and about your use of the Website and the Services, in accordance with the Privacy Policy.

## **4. ACCOUNT AND REGISTRATION OBLIGATIONS:**

If you wish to avail the Services and provide your details on the Website, you are responsible for and agree to: provide true, accurate, current and complete information about yourself and your vehicle. If you provide any information that is untrue, inaccurate, not current or incomplete or if the Company has a reasonable ground to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the User Agreement, the Company shall have a right to refuse to provide you with access to the Website / Services.

## **5. PERSONAL USE ONLY:**

The reports generated using the Website (“**IBB Report**”) shall be solely for your personal use. You acknowledge that the vehicle valuation provided in the IBB Reports is the Company’s opinion on the market value of the vehicle at the time of inspection / valuation, based on the Company’s standard valuation methodology and procedures.

You may print a copy of particular vehicle report values and prices and use the information for your personal, use, but you may not otherwise sell, store or reproduce any material appearing on the Website or the IBB Report.

## 5A. IBB Services:

You acknowledge that as there is no standard price list for pre-owned / used vehicles, the vehicle valuation provided in the IBB Report is the Company's opinion on the market value of the vehicle at the time of inspection / valuation, based on the information provided by you and on the Company's standard valuation methodology and procedures. The Company does not guarantee in any way the accuracy of the valuation and shall not be liable to compensate you for any losses caused to you due to your reliance on the IBB Report.

## 6. FEES:

IBB Services can be availed by paying the fee as mentioned on the Website. The fee may be paid by way of a crossed cheque / demand draft in favour of "\_\_\_\_\_" or credit / debit cards or internet banking using the payment gateway provided on the Website. However, the Company reserves the right to change its fees from time to time. Changes to the fee shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees quoted on the Website are in Indian Rupees. You agree to bear any and all applicable taxes, charges etc. levied thereon.

Refund policy:

Cancellation of Annual Subscription	Percentage of Annual Fee which will be refunded
Within 3 months of start of subscription	50%
Between 3 months and up to 6 months	25%
After completion of 6 months	NIL

## 7. Usage Terms:

You agree, undertake and confirm that your use of the Website shall be strictly governed by the following binding principles:

1. Unless with our prior permission, no part of this Website may be reproduced or transmitted to or stored in any other Website, nor any of its pages or part thereof be disseminated in any electronic or non-electronic form, nor included in any public or private electronic retrieval system or service.

2. You have a limited permission to display, print or download extracts from these pages of the Website for your personal, non-commercial and non-profit use only and you shall not be entitled to commercialize any such material or contents on the Website in any way.

3. You may not (whether directly or indirectly including through the use of any program) create a database in an electronic or other form by downloading and storing all or any part of the pages from this Website Site without our prior written consent save as expressly authorised by an agreement in writing between us, provided any copies of the pages of the Website which you save to disk or to any other storage system or medium may only be used for subsequent viewing purposes or to print extracts for personal non-commercial and non-profit use.

4. You may not amend, republish, distribute, reproduce, adapt or modify any of the materials on this Website or use any of the materials for public performance or otherwise make commercial use of this Website or any materials located on it without our prior written consent.

5. Nothing on this Website or your use of any of the IBB Services shall be construed as conferring any licence or other rights under the intellectual property or other proprietary rights of the Company, its affiliates or any third party, whether implied or otherwise, save as expressly provided.

6. Any software, including codes or other materials that are made available to download from this Website, is the copyrighted work of company and/or its suppliers and affiliates. If you download software from this Website, use of the software is subject to the license terms in the software license agreement that accompanies or is provided with the software. You may not download or install the software until you have read and accepted the terms of the applicable software license agreement. Without limiting the foregoing, copying or reproduction of the software to any other server or location for further reproduction or redistribution is expressly prohibited unless otherwise provided for in the applicable software license agreement in the case of software, or the express written consent of Company in the case of codes or other downloadable materials.

8. You cannot upload on the Website or submit any content or otherwise distribute or publish through the Website any matter or material which is or may be considered abusive, pornographic, illegal, defamatory, obscene, racist, threatening, harassing, deceptive, fraudulent, tortious; or which is otherwise unlawful, offensive, profane, or invasive of another's privacy or designed to cause disruption to any computer systems or network. We shall be entitled without liability to the user and at our discretion to remove any such content from our server immediately.

9. You shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, except to the extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Services; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you

receive hereunder. You shall abide by all applicable local, state, national, and international laws and regulations.

"Your Information" is defined as any information you provide to us at the time of registration and any information / records connected with your vehicle which you provide us at the time of inspection. You are solely responsible for Your Information.

You agree to grant the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, to enable the Company to provide the Services efficiently. The Company will use Your Information in accordance with this User Agreement.8. You further agree, undertake and confirm that you shall not host, display, upload, modify, publish, transmit, update or share any information on the Website that –

- (a) belongs to another person and to which you do not have any right to;
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another privacy hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (c) may harm minors in any way;
- (d) infringes any patent, trademark, copyright or other third party proprietary rights;
- (e) violates any law for the time being in force;
- (f) is deceptive or misleading about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) impersonate any other person;
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
- (i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

10. You shall not: (i) take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on the Company's or its third-party providers' infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass any measures the Company may use to prevent or restrict access to the Services (or other accounts, computer systems, or networks connected to the Services); (iv) run maillist, listserv, or any form of auto-responder or "spam" on the Services; or (v) use manual or automated software, devices,

or other processes to "crawl" or "spider" any page of the Site.

## **9. LINKS TO OTHER WEBSITES**

Our Website provides links to other web sites. You acknowledge and agree that, because the Company has no control over such sites, it is not responsible for them or the resources and information they contain. In particular, we are not responsible for the availability of services related to another website that has a link on the Website. We do not endorse such sites, and we are not responsible or liable for any content, advertising, products or other materials on or available from such sites. You further acknowledge and agree that the Company will not be liable for any loss whatsoever for any damages caused to you by or incurred in connection with the use of or reliance on the information, goods or services available through any such site.

## **10. PROPRIETARY RIGHTS**

You acknowledge and agree that the IBB Services are based on the Company's standard methodology and the IBB Reports as well as all the materials, processes, data, in relation thereto are proprietary information and data that are protected by applicable copyright, trademark and other intellectual property laws (the "**Company's Proprietary Information**"). The content of the IBB Reports may only be used for personal, non-commercial purposes, and you agree not to sell, transfer, reproduce, duplicate, distribute, publish, modify, migrate, store, copy or transmit any of our proprietary data, information, process unless and until you have obtained our prior written consent.

## **11 (a) INTELLECTUAL PROPERTY POLICY/ COYRIGHT**

### **NOTICE**

This Website and all its contents, graphical images, text, video clips, reprographics, sounds, demos, patches and other files) as well as the IBB Reports are the sole and exclusive property of the Company and the Company owns copyright, database right or similar rights in all material presented on this Website. You shall not use any material posted on the Website, including, but not limited to, texts, data, graphics, pictures, sounds, videos, logos, icons, IBB Reports or html code is protected under the intellectual property laws without the prior written consent of the Company.

You may use the material on Website or IBB Reports only for personal and non-commercial purposes in accordance with the principles governing intellectual property laws. Any other use or modification of the content of the Website or the IBB Reports without the Company's prior written authorisation is prohibited. Framing this site or using our proprietary marks as meta tags by you or by any person acting on your behalf, without our written consent is impermissible. Use of contact information provided on the site for unauthorized purposes, including marketing, commercializing is prohibited. Any use intended to impede with the working of the Website or to intercept any information from the site is prohibited.

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### **Trademarks**

You acknowledge and confirm that the Company is the sole and exclusive owner of all the graphics, trademarks logos, designs, marks, page headers, button icons, scripts, artwork and service names including the trademarks "Indian Blue Book", "IBB", "IBB Always Check" and "IBB Precise Pricing" (collectively '**Trademarks**') present and visible on this Website, which you cannot use for any reason or purpose whatsoever, without the prior written approval of the Company. You shall not use the Trademarks to misrepresent connection or association with the Company in any manner, or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company. The other trademarks not owned by the Company or its affiliates that may appear on the Website are the properties of the respective third parties and its use or reference on the Website does not necessarily imply a connection between the Company and such third party.

The Company shall not be liable towards any breach of intellectual property laws by a third party owner of any Trademark not owned by the Company.

## **12. DISCLAIMER OF WARRANTIES:**

You expressly understand and agree that:

Your use of the Services is at your sole risk. As there is no standard price list for pre-owned vehicles, the vehicle valuation indicated in the IBB Report is the Company's opinion on the market price of the vehicle at the time of inspection / valuation based on the information provided by you and on its standard valuation methodology and procedures.

IBB Reports on your vehicle does not guarantee the price which you may actually receive on sale of your vehicle. Actual realization for a vehicle may differ based on specifications, or other particular circumstances pertinent to a particular vehicle or the transaction or the parties to the transaction. The Company, its directors or its employees will not be liable for any direct, indirect, or consequential damages for any loss resulting from reliance of the IBB Report by you.

The Company will rely on the odometer reading at the time of inspection / valuation of the vehicle and is not responsible for the genuineness of the same.

The Company will not be responsible for verifying the authenticity of the title documents of the vehicle and its professional opinion on valuation of the vehicle is primarily based on the condition of the vehicle at the time of inspection and on the representations made by you.

No advice or information, whether oral or written, obtained by you from the Website or the Company, its affiliates or its partners through or from the Services shall create any warranty whatsoever.

## **13. LIMITATION OF LIABILITY**

You expressly understand and agree that the Company or its owners, shareholders, subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of the IBB Report in any manner.

## **14. APPLICABLE LAW AND COURT**

These terms and conditions are governed by the laws of India. In case of any dispute, the courts of Mumbai shall have jurisdiction.

## **15. GENERAL INFORMATION**



a) Waiver and Severability of Terms: The failure of the Company to exercise or enforce any right or provision of the User Agreement shall not constitute a waiver of such right or provision. If any provision of the User Agreement is found by a court of competent jurisdiction to be invalid, the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the User Agreement remain in full force and effect.

c) Relationship: None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and the Company and you shall have no authority to bind the Company in any manner whatsoever.

d) Entire Agreement. The User Agreement constitutes the entire agreement between you and the Company and governs your use of the Service, superseding any prior understanding with respect to the Service.

e) Limitations. You agree that any claim, demand, or cause of action ("Claim") arising out of or related to the Service or your access or visit to the Website must be filed by you within six months after such Claim. The Company will not entertain any Claim made after the expiry of such six months.

. The Company reserves the right to change, alter and/ or modify the Terms of Use of the Website and this User Agreement at any time and without notice.