

## User Agreement:

**This document is an electronic record in terms of Information Technology Act, 2000 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.**

Welcome to [www.gaadijeeto.com](http://www.gaadijeeto.com). If you continue to browse and use the Website / App (hereinafter, collectively referred to as "Website") you are agreeing to comply with and be bound by the following terms and conditions of use, including any future amendments ("Terms of Use"), which together with our Privacy Policy govern our relationship with you in relation to this Website ("Agreement").

Gaadi Jeeto is an auction platform, facilitating buying and selling of all kinds of vehicles including those seized by law enforcement agencies, insurance companies and dealerships. It is a Portal on the Internet to facilitate sale of automobiles both new as well as used/pre-owned/surrendered/repossessed vehicles as per the specification provided by Seller.

You understand and agree that Gaadi Jeeto is not the seller of the vehicles, does not inspect, nor guarantee the condition or delivery of the vehicles or the vehicle transfer related documents. You understand and acknowledge that the contract for sale of any of the vehicles or products shall be a strictly bipartite contract between the seller of the vehicles and you. At no time shall any right, title or interest over the transaction vest with Gaadi Jeeto nor shall Gaadi Jeeto have any obligations or liabilities in respect of such contract.

If User is dissatisfied with any portion of the Platform or any provision of this Agreement, the User's sole and exclusive remedy is to discontinue the usage of the Platform.

The User is confirming that he/she has fully read this Agreement of the Platform and agrees to abide by the same. This Agreement shall be effective as soon as the User accesses the Platform or any portion of the Platform. Every login, or making a bid, or making use of any of the Services on the Platform shall be considered as a re-affirmation to the terms of this Agreement.

The Platform shall be used only by the persons who can form legally binding contracts under the applicable law. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents, minors, etc. are not eligible to use the Platform. If you are a minor i.e., under the age of 18 years, You shall not register as a User of the Platform and shall not transact on or use the Platform. As a minor if You wish to use or transact on the Platform, such use or transaction may be made by your legal guardian or parents on the Platform. If the User is a business entity, the person who is using this Platform on behalf of the business entity shall be deemed to be considered as having authority to bind the entity to this Agreement.

From time to time, you shall be responsible for providing information relating to the items or services. In this connection, you undertake that all provided information shall be accurate in all respects. The Registered User shall provide true, accurate, current, and complete Registration Data.

To register as a buyer, you are required to choose a subscription plan for 12 months which is divided into two categories according to services as Basic and premium plan. Basic plan at INR 4999 inclusive of taxes for 12 months and Premium plan at INR 9999 inclusive of taxes for 12 months. Once the subscription is ended, user need to renew the subscription in order to use the gaadijeeto website (Basic plan at INR 3999 inclusive of taxes for 12 months and Premium plan at INR 7999 inclusive of taxes for 12 months.. This fee is to be paid through Gaadi Jeeto website. Gaadi Jeeto shall provide you with an electronically generated invoice within 15 days of realizing / honouring the instrument through which you pay this fee.

Users need to have and maintain a minimum of Rs. 10,000 in EMD account to participate in online auction on Gaadi Jeeto website. EMD balance is a security amount which is completely refundable.

Your quotation on the vehicle only means that you are making an offer to the seller to buy the listed vehicle and seller at his own discretion may choose to not to accept your offer. A quotation does not entitle you to have a first right to buy the vehicle. The final decision for sale of any vehicle is at the sole discretion of the seller. You also agree and acknowledge that unless expressly specified by the seller, vehicle is listed on "as is where is basis". By making a quotation on a vehicle you agree to be bound by the conditions of sale included in the vehicles' / listing description (or linked to from the description) so long as those conditions of sale are not in violation of the Gaadi Jeeto User Agreement, or other terms and conditions or are unlawful. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Gaadi Jeeto User Agreement. You also agree that any quotation you place on a vehicle listed on the Website is legally binding on you and that if you are an interested buyer in any vehicle sale and seller has accepted your offer, you will fulfil your purchase commitment by paying for the vehicle and taking delivery within the timeframe set by the seller.

Non-payment: Gaadi Jeeto reserves the right to issue a warning, temporarily /indefinitely suspend ,forfeit EMD balance or terminate your membership of the Website and refuse to provide you with access to the Website in case of non-payment of fees by you at any time.

You further understand and agree that Gaadi Jeeto also reserves the right to take legal action in the event of any violation by you.

Upon your access to the Website being suspended or deactivated you may be reinstated by Gaadi Jeeto after making a payment of reactivation fee as per plan. Basic plan at INR 3999 inclusive of taxes for 12 months and Premium plan at INR 7999 inclusive of taxes for 12 months. This fee is to be paid through Gaadi Jeeto website and mobile App. Gaadi Jeeto shall provide you with an electronically generated invoice within 15 days of realizing / honouring the instrument through which you pay this reactivation fees.

Unless otherwise stated, all fees shall be quoted in Indian Rupees (INR)

#### **REFUNDS/CANCELLATION:**

- a) Vehicles sold on the Platform are not eligible for any returns, refunds, or exchange.
- b) The User can written mail on [support@gaadijeeto.com](mailto:support@gaadijeeto.com) for cancellation/ de-activation of its account

This site may contain links to other web sites operated by third parties ("linked sites" ). You acknowledge that Gaadi Jeeto is providing these links to you only as a convenience.

You specifically agree that Gaadi Jeeto shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through an Gaadi jeeto site/service. You specifically agree that Gaadi Jeeto is not responsible or liable for any threatening, defamatory, obscene, offensive or rights. You specifically agree that Gaadi Jeeto is not responsible for any content sent using and/or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property included in an Gaadi Jeeto site/service by any third party.

Gaadi Jeeto does not endorse in anyway any advertisers/ contents of advertisers on its webpages. Please therefore verify the veracity of all information on your own before undertaking reliance and actioning thereupon. Gaadi Jeeto shall not be responsible nor liable for any consequential damages arising on account of your relying on the contents of the advertisement.

You agree to indemnify and hold Gaadi Jeeto, its subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Gaadi Jeeto sites/services. Gaadi Jeeto reserves the right to disclose any personal information about you or your use of the Gaadi Jeeto sites/services, including its contents, without your prior permission if Gaadi Jeeto has a good faith belief that such action is necessary to:

- conform to legal requirements or comply with legal process;
- protect and defend the rights or property of Gaadi Jeeto.
- enforce the terms or use; or
- act to protect the interests of its members or others

Gaadi Jeeto performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Gaadi Jeeto's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Gaadi Jeeto sites/services or information provided to or gathered by Gaadi Jeeto with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Gaadi Jeeto with respect to the Gaadi Jeeto sites/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Gaadi Jeeto with respect to the Gaadi Jeeto sites/services.