

## EDIIG User Agreement and Disclaimer:

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of [www.ediig.in](http://www.ediig.in) website.

These are the terms and conditions governing your use of the website [www.ediig.in](http://www.ediig.in) (hereinafter referred to as "Website") and shall come into effect on 0000 hours India Standard Time 1st September 2011 ("EDIIG User Agreement"). EDIIG User Agreement is applicable and offered if you are contracting with Ediig Division of Mahindra First Choice Wheels Ltd, a company incorporated under Companies Act, 1956 with registered office at Mahindra Towers, Dr. G.M. Bhosale Marg, P.K. Kurne Chowk, Worli, Mumbai 400018, Maharashtra (India) ("EDIIG").

EDIIG represents that it is engaged in the business of inter alia operating, maintaining and running an online platform, facilitating buying and selling of all kinds of vehicles, products and services through electronic commerce and owns and maintains 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 the Website is merely a platform to facilitate sale of vehicles and is not a party to the transaction in any respect. You also understand and agree that EDIIG 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 EDIIG nor shall EDIIG have any obligations or liabilities in respect of such contract.

To register as a buyer, you are required to pay, and EDIIG shall charge a non-refundable Consideration for Online Access of Indian Rupees Seven Thousand five hundred only (INR 7500) plus the applicable GST. This fee is to be paid through a demand draft drawn in favour of "MFCWL EDIIG". EDIIG shall provide you with an electronically generated invoice within 15 days of realizing / honouring the instrument through which you pay this fee. You shall comply with all the applicable laws including without limitation Income Tax Act, 1961 with respect to payment of the aforesaid fees to Ediig Division of Mahindra First Choice Wheels Ltd.

Upon registration, you are required to pay an amount towards Performance Guarantee which shall be governed as per EDIIG Performance Guarantee Policy. Upon payment of Performance Guarantee, you are eligible to participate in online events conducted by EDIIG, in accordance with EDIIG User Agreement, Privacy Policy of [www.ediig.in](http://www.ediig.in) and other terms and conditions governing your use of Website.

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 car. 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 EDIIG 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 EDIIG 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.

In addition to the rights granted to EDIIG in the privacy policy, by giving a quotation on a vehicle, you agree and allow EDIIG to provide to the seller of that vehicle or a third-party service provider, with your personal information.

In the event of any violation by you, of the EDIIG User Agreement, and other terms and conditions governing your use of Website EDIIG may suspend or deactivate your access to the Website. You further understand and agree that if you do not complete the transaction and pay for the vehicle intended to be bought by you and accepted by the seller, you may be suspended, deactivated and / or prohibited from participating in future sales on the website.

Upon your access to the Website being suspended or deactivated you may be reinstated by EDIIG after making a payment of reactivation fee of Indian Rupees Seven Thousand five hundred only (INR 7500) plus the applicable GST. This fee is to be paid through a demand draft drawn in favour of "MFCWL – EDIIG". EDIIG shall provide you with an electronically generated invoice within 15 days of realizing / honouring the instrument through which you pay this reactivation fees. You shall comply with all the applicable laws including without limitation Income Tax Act, 1961 with respect to payment of the aforesaid reactivation fees to Ediig Division of Mahindra First Choice Wheels Ltd.

The registration and / or reinstatement fee levied by EDIIG shall be non-refundable under any circumstances whatsoever, even-if you do not wish to transact as a buyer after sending the instrument for the payment of fee or EDIIG withdraws or reduce this fee at a subsequent date. Further the fee may be forfeited (unless otherwise specified) without any recourse available to you (including right to set-off) in case of EDIIG terminating or suspending or in any manner revoking your registration with Website. EDIIG reserves the right to introduce newer type(s) of fee, charges or other consideration, cancel, modify, increase, decrease or withdraw the fees levied, at any point of time and without your prior consent.

## **DISCLAIMER**

EDIIG runs its business on the basis of a robust Web Site. However, EDIIG is outsourcing server space from a third-party hosting company and hence shall ensure the smooth running in all good faith and intention. However, EDIIG will not be held responsible for any failure of power, Network, server, hosting server, internet connectivity, ISP or otherwise at Buyer's end or at MFCWL-EDIIG directly or indirectly effecting Online method of giving quotations.

EDIIG takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. EDIIG from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall EDIIG be liable for any loss for the transactors by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that EDIIG has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery

schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since EDIIG does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law.

The information, software, products, and services included in or available through the EDIIG sites/services may include inaccuracies or typographical errors. Changes are periodically made to the MFCWL-EDIIG sites/services and to the information therein. EDIIG and/or its respective suppliers may make improvements and/or changes in the EDIIG sites/services at any time. Advice received via the EDIIG sites/services should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

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You specifically agree that EDIIG 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 EDIIG site/service. You specifically agree that EDIIG is not responsible or liable for any threatening, defamatory, obscene, offensive or rights. You specifically agree that EDIIG 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 EDIIG site/service by any third party.

In no event shall EDIIG and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the EDIIG sites/services, with the delay or inability to use the EDIIG sites/services or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the EDIIG sites/services, or otherwise arising out of the use of the EDIIG sites/services, whether based on contract, tort, negligence, strict liability or otherwise, even if EDIIG or any of its suppliers has been advised of the possibility of damages. EDIIG 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. EDIIG shall not be responsible nor liable for any consequential damages arising on account of your relying on the contents of the advertisement.

This agreement is governed by the laws of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Mumbai, Maharashtra, India in all disputes arising out of or relating to the use of the EDIIG sites/services. Use of the EDIIG sites/services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree to indemnify and hold EDIIG, 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 EDIIG sites/services. EDIIG reserves the right to disclose any personal information about you or your use of the EDIIG sites/services, including its contents, without your prior permission if EDIIG 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 EDIIG or its affiliated companies;
- enforce the terms or use; or
- act to protect the interests of its members or others

EDIIG performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of EDIIG's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the EDIIG sites/services or information provided to or gathered by EDIIG 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 EDIIG with respect to the EDIIG sites/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and EDIIG with respect to the EDIIG sites/services.