

# Terms & Conditions

These terms and conditions of use ("Terms of Use") of the Website (as defined below) between Mobiliti Management Services Private Limited (hereinafter referred to as "Mobiliti Management Services Private Limited", "We", "Our", "Ours") and the users/ registrants of the Website ("You" or "Your" or "Yourself" or "User") describe the terms on which Mobiliti Management Services Private Limited offers You access to the Website and the Services (as defined below) through the Website.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING OR REGISTERING ON THE WEBSITE OR ACCESSING ANY MATERIAL, INFORMATION OR SERVICES THROUGH THE WEBSITE. YOUR USE OF THE WEBSITE OR THE SERVICES PROVIDED BY THE WEBSITE SHALL SIGNIFY YOUR ACCEPTANCE OF THE TERMS OF USE AND YOUR AGREEMENT TO BE LEGALLY BOUND BY THE SAME.

**YOUR USE OF THE WEBSITE IMPLIES THAT YOU AGREE WITH THE TERMS OF USE.**

## 1. General

1.1 [www.Mobili-t.in](http://www.Mobili-t.in) ("**Website**") is an Internet based portal owned and operated by Mobiliti Management Services Private Limited, a company incorporated under the laws of India, with its registered office at C1-F10-004 Palm Square, Golf Course Extension Road Sector 66, Gurgaon, Haryana, India. Use of the Website is offered to you conditioned on acceptance of all the terms, conditions and notices contained in these Terms, along with any amendments made by Mobiliti Management Services Private Limited at its sole discretion and posted on the Website, including by way of imposing an additional charge for access to or use of a Service.

1.2 Mobiliti Management Services Private Limited shall not be required to notify you, whether as a registered user or not, of any changes made to the Terms of Use. The revised Terms of Use shall be made available on the Website. Your use of the Website and the Services is subject to the most current version of the Terms of Use made available on the Website at the time of such use. You are requested to regularly visit the home page [www.Mobili-t.in](http://www.Mobili-t.in) to view the most current *Terms of Use*. You can determine when Mobiliti Management Services Private Limited last modified the *Terms of Use* by referring to the "Last Updated" legend above. It shall be your responsibility to check this *Terms of Use* periodically for changes. Mobiliti Management Services Private Limited may require you to provide your consent to the updated *Terms of Use* in a specified manner before prior to any further use of the Website and the Services is provided on the Website. If no such separate consent is sought, your continued use of the Website, following changes to the *Terms of Use*, will constitute your acceptance of those changes.

1.3 By (i) using this Website or any facility or Service provided by this Website in any way; or (ii) merely browsing the Website, You agree that you have read, understood and agreed to be bound by these Terms of Use and the Website's Privacy Policy available at the homepage, [www.Mobili-t.in](http://www.Mobili-t.in)

## 2. Services

2.1 The Website is a platform that facilitates the dissemination of information on Mobiliti Management Services Private Limited, its distribution network and provides forms for job seekers and potential customers to communicate with Mobiliti Management Services Private Limited.

### **3. Eligibility to Use**

3.1 The Services are not available to minors under the age of eighteen (18) or to any Users suspended or removed from the Mobiliti Management Services Private Limited system by Mobiliti Management Services Private Limited for any reason whatsoever. If you do not conform to the above qualification, you shall not be permitted to avail of the Services or use the Website. You represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws as applicable in India. Notwithstanding the foregoing, if you are below the age of eighteen (18) years, you may avail the Services provided by Mobiliti Management Services Private Limited through Your legal guardian in accordance with the applicable laws.

3.2 Mobiliti Management Services Private Limited reserves the right to refuse access to use the Services offered at the Website to new Users or to terminate access granted to existing Users at any time without according any reasons for doing so.

3.3 You shall not have more than one active Account on the Website (as applicable). Additionally, you are prohibited from selling, trading, or otherwise transferring Your Account to another party.

### **4. User Account, Password, and Security**

4.1 The Services may also be subject to procedures for use of the Website, Terms of Offer For Sale, uploaded guidelines, rules, additional terms of service, or other disclaimer & notices, if any ("Additional Terms"). If there is any conflict between the Terms of Use and the Additional Terms, the Additional Terms shall take precedence in relation to that service.

4.2 The Website may require you to register as a User by creating an Account in order to avail of the Services provided by the Website. You will be responsible for maintaining the confidentiality of the Account Information, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify Mobiliti Management Services Private Limited of any unauthorized use of Your Account Information or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. Mobiliti Management Services Private Limited cannot and will not be liable for any loss or damage arising from your failure to comply with this Section

4.3 You may be held liable for losses incurred by Mobiliti Management Services Private Limited or any other user of or visitor to the Website due to authorized or unauthorized use of Your Account as a result of your failure in keeping Your Account Information secure and confidential.

4.4 The Website also allows restricted access to the Services for unregistered Users.

4.5 You shall ensure that the Account Information provided by you in the Website's registration form is complete, accurate and up-to-date. Use of another user's Account Information for availing the Services is expressly prohibited.

4.6 If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Mobiliti Management Services Private Limited has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Mobiliti Management Services Private Limited has the right to suspend or terminate Your Account and refuse any and all current or future use of the Website (or any portion thereof).

### **5. User Obligations**

5.1 Subject to compliance with the Terms of Use, Mobiliti Management Services Private Limited grants you a non-exclusive, limited privilege to access and use this Website and the Services provided therein.

5.2 You agree to use the Services, Website and the materials provided therein only for purposes that are permitted by: (a) the Terms of Use; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

5.3 You agree to adhere to all limitations on dissemination, use and reproduction of any materials (such as the product catalogues) that you access on the Website in accordance with Section 6.

5.4 You agree not to access (or attempt to access) the Website and the materials or Services by any means other than through the interface that is provided by Mobiliti Management Services Private Limited. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Content (as defined below), or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website.

5.5 You acknowledge and agree that by accessing or using the Website or Services, You may be exposed to content from other users that you may consider offensive, indecent or otherwise objectionable. Mobiliti Management Services Private Limited disclaims all liabilities arising in relation to such offensive content on the Website. Further, you may report such offensive content in the manner prescribed under Section 15 herein.

5.6 If Website allows you to post and upload any material on the Website, You hereby undertake to ensure that such material is not offensive and in accordance with applicable laws. Further, you undertake not to:

- Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
- Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword;
- Upload files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
- Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
- Engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);
- Attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any Mobiliti Management Services Private Limited server, or to any of the Services offered on or through the Website, by hacking, password mining or any other illegitimate means;
- Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website, or any other customer of Mobiliti Management Services Private Limited, including any Mobiliti Management Services Private Limited Account not owned by You, to its source, or exploit the Website or Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website;
- Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;

- Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section.
- Use any device or software to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website;
- Use the Website or any material or Content for any purpose that is unlawful or prohibited by these *Terms of Use*, or to solicit the performance of any illegal activity or other activity which infringes the rights of Mobiliti Management Services Private Limited or other third parties;
- Conduct or forward surveys, contests, pyramid schemes or chain letters;
- Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- Violate any applicable laws or regulations for the time being in force within or outside India;
- Violate the Terms of Use including but not limited to any applicable Additional Terms of the Website contained herein or elsewhere; and
- Reverse engineer, modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.

5.7 You agree that You are solely responsible to Mobiliti Management Services Private Limited and to any third party for any breach of Your obligations under the Terms of Use and for the consequences (including any loss or damage which Mobiliti Management Services Private Limited or its affiliates or its vendors may suffer) for any such breach.

5.8 You agree that Mobiliti Management Services Private Limited may, at any time, modify or discontinue all or part of the Website, charge, modify or waive fees required to use the Website, or offer opportunities to some or all Website Users.

## **6. Use of Materials**

6.1 Except as expressly indicated to the contrary in any applicable Additional Terms, Mobiliti Management Services Private Limited hereby grants you a non-exclusive, freely revocable (upon notice from Mobiliti Management Services Private Limited), non-transferable access to view, download and print product catalogues or any other materials available on the Website, subject to the following conditions:

- You may access and use the materials solely for personal, informational, and internal purposes, in accordance with the Terms of Use;
- You may not modify or alter product catalogues or any other materials available on the Website;
- You may not distribute or sell, rent, lease, license or otherwise make the product catalogues or any other materials available on the Website available to others; and
- You may not remove any text, copyright or other proprietary notices contained in the product catalogues or any other materials available on the Website.

6.2 The rights granted to you in the product catalogues or any other materials as specified above are not applicable to the design, layout or look and feel of the Website. Such elements of

the Website are protected by intellectual property rights and may not be copied or imitated in whole or in part. The product catalogues or any other materials available on the Website may be copied or retransmitted unless expressly permitted by Mobiliti Management Services Private Limited.

6.3 Any software that is available on the Website is the property of Mobiliti Management Services Private Limited or its vendors. You may not use, download or install any software available at the Website, unless otherwise expressly permitted by these Terms of Use or by the express written permission of Mobiliti Management Services Private Limited.

## **7. Usage Conduct**

7.1 You shall solely be responsible for maintaining the necessary computer equipments and Internet connections that may be required to access, use and transact on the Website.

7.2 You are also under an obligation to use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged through the Website.

## **8. Intellectual Property Rights**

8.1 The Website and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the "**Content**") on the Website is owned and controlled by Mobiliti Management Services Private Limited and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.

8.2 The trademarks, logos and service marks displayed on the Website ("**Marks**") are the property of Mobiliti Management Services Private Limited or their vendors or respective third parties. You are not permitted to use the Marks without the prior consent of Mobiliti Management Services Private Limited, the vendor or the third party that may own the Marks.

8.3 Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Mobiliti Management Services Private Limited owns all intellectual property rights to and into the trademark "Mobiliti Management Services Private Limited", and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

8.4 Except as expressly provided herein, you acknowledge and agree that you shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from Mobiliti Management Services Private Limited or thirty party owner of such Content.

## **9. Third Party Content**

The Website may make available general third party information such as, product catalogues, lists of authorized dealers, reports on news, entertainment, technology and features, advertisements including videos, images and photographs of the products and other data from external sources ("**Third Party Content**"). Similar Third Party Content would also be available to you on the email received by you from Mobiliti Management Services Private Limited. The provision of Third Party Content is for general informational purposes only. You acknowledge that the Third Party Content provided to you is obtained from sources believed to be reliable. Mobiliti Management Services Private Limited does not provide any guarantee with respect to

any of the Third Party Content and Mobiliti Management Services Private Limited shall not be held liable for any loss suffered by you based on your reliance on or use of such data.

## **10. Disclaimer of Warranties & Liability**

You expressly understand and agree that, to the maximum extent permitted by applicable law:

10.1 the website, services and other materials are provided by Mobiliti Management Services Private Limited on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, Mobiliti Management Services Private Limited makes no warranty that (i) the website or the services will meet your requirements or your use of the website or the services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the website, services or materials will be effective, accurate or reliable; (iii) the quality of the website, services or other materials will meet your expectations; or that (iv) any errors or defects in the website, services or other materials will be corrected. No advice or information, whether oral or written, obtained by you from Mobiliti Management Services Private Limited or through or from use of the services shall create any warranty not expressly stated in the terms of use.

10.2 to the maximum extent permitted by applicable law, Mobiliti Management Services Private Limited will have no liability related to user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. Mobiliti Management Services Private Limited also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user content.

10.3 Mobiliti Management Services Private Limited will not be liable for any loss that you may incur as a consequence of unauthorized use of your account or account information in connection with the website or any services or materials, either with or without your knowledge. Mobiliti management services private limited has endeavored to ensure that all the information on the website is correct, but Mobiliti Management Services Private Limited neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service. Mobiliti Management Services Private Limited shall not be responsible for the delay or inability to use the website or related functionalities, the provision of or failure to provide functionalities, or for any information, software, products, functionalities and related graphics obtained through the website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, Mobiliti Management Services Private Limited shall not be held responsible for non-availability of the website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Mobiliti Management Services Private Limited's control. The user understands and agrees that any material or data downloaded or otherwise obtained through the website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. Mobiliti management services private limited is not responsible for any typographical error leading to an invalid coupon. Mobiliti management services private limited accepts no liability for any errors or omissions, with respect to any information provided to you whether on behalf of itself or third parties.

10.4 Mobiliti Management Services Private Limited shall not be liable for any third party product or services. The advertisement available on e-mail or website with respect to the third party website or the products and services are for information purpose only.

## **11. Indemnification and Limitation of Liability**

11.1 You agree to indemnify, defend and hold harmless Mobiliti Management Services Private Limited including but not limited to its affiliate vendors, agents and employees from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Mobiliti Management Services Private Limited that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms of Use. Further, You agree to hold Mobiliti Management Services Private Limited harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Website, any claim that Your material caused damage to a third party, Your violation of the Terms of Use, or Your violation of any rights of another, including any intellectual property rights.

11.2 In no event shall Mobiliti Management Services Private Limited, its officers, directors, employees, partners or suppliers be liable to You, the vendor or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not Mobiliti Management Services Private Limited has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your use of or access to the Website, Services or materials.

11.3 The limitations and exclusions in this section apply to the maximum extent permitted by applicable law.

## **12. Violation of the Terms of Use**

12.1 You agree that Mobiliti Management Services Private Limited may, in its sole discretion and without prior notice, terminate your access to the Website and block your future access to the Website if Mobiliti Management Services Private Limited determines that you have violated these Terms of Use or Additional Terms. You also agree that any violation by You of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Mobiliti Management Services Private Limited, for which monetary damages would be inadequate, and You consent to Mobiliti Management Services Private Limited obtaining any injunctive or equitable relief that Mobiliti Management Services Private Limited deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Mobiliti Management Services Private Limited may have at law or in equity.

12.2 You agree that Mobiliti Management Services Private Limited may, in its sole discretion, and without prior notice, terminate Your access to the Website, for cause, which includes (but is not limited to): (1) requests by law enforcement or other government agencies; (2) a request by You (self-initiated account deletions); (3) discontinuance or material modification of the Website or any service offered on or through the Website; or (4) unexpected technical issues or problems.

12.3 If Mobiliti Management Services Private Limited does take any legal action against You as a result of Your violation of these Terms of Use, Mobiliti Management Services Private Limited will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Mobiliti Management Services Private Limited.

## 13. Termination

13.1 The Terms of Use will continue to apply until terminated by either you or Mobiliti Management Services Private Limited as set forth below. If you want to terminate your agreement with Mobiliti Management Services Private Limited, You may do so by (i) not accessing the Website; or (ii) closing your accounts for all of the Services that you use, where Mobiliti Management Services Private Limited has made this option available to you.

13.2 Mobiliti Management Services Private Limited may, at any time, with or without notice, terminate the Terms of Use (or portion thereof, such as any individual Additional Terms) with you if:

- You breach any of the provisions of the *Terms of Use*, the *Privacy Policy* or any other terms, conditions, or policies that may be applicable to You from time to time (or have acted in a manner that clearly shows that You do not intend to, or are unable to, comply with the same);
- Mobiliti Management Services Private Limited is required to do so by law (for example, where the provision of the Services to You is, or becomes, unlawful);
- The provision of the Services to You by Mobiliti Management Services Private Limited is, in Mobiliti Management Services Private Limited's opinion, no longer commercially viable;
- Mobiliti Management Services Private Limited has elected to discontinue, with or without reason, access to the Website, the Services (or any part thereof); or

13.3 Mobiliti Management Services Private Limited may also terminate or suspend all or a portion of your account or access to the Services with or without reason. Except as may be set forth in any Additional Terms applicable to a particular Service, termination of Your Account may include: (i) removal of access to all offerings within the Website or with respect to the Services; (ii) deletion of Your materials and Account Information, including Your personal information, log-in ID and password, and all related information, files and materials associated with or inside Your Account (or any part thereof); and (iii) barring of further use of the Services.

13.4 You agree that all terminations shall be made in Mobiliti Management Services Private Limited's sole discretion and that Mobiliti Management Services Private Limited shall not be liable to You or any third party for any termination of Your Account (and accompanying deletion of Your Account Information), or Your access to the Website and Services.

13.5 Notwithstanding the foregoing, these Terms of Use will survive indefinitely unless and until Mobiliti Management Services Private Limited chooses to terminate them.

13.6 If you or Mobiliti Management Services Private Limited terminates your use of the Website, Mobiliti Management Services Private Limited may delete any content or other materials relating to your use of the Website and Mobiliti Management Services Private Limited will have no liability to you or any third party for doing so.

## 14. Governing Law

14.1 These Terms of Use and all transactions entered into on or through the Website and the relationship between you and Mobiliti Management Services Private Limited shall be governed in accordance with the laws of India without reference to conflict of laws principles.

14.2 You agree that all claims, differences and disputes arising under or in connection with or in relation hereto the Website, the Terms of Use or any transactions entered into on or through the Website or the relationship between You and Mobiliti Management Services Private Limited shall be subject to the exclusive jurisdiction of the courts at Gurgaon, India and You hereby accede to and accept the jurisdiction of such courts.



## 15. Report Abuse

In the event you come across any abuse or violation of these Terms of Use or if you become aware of any objectionable content on the Website, please report to [support@Mobiliti-t.in](mailto:support@Mobiliti-t.in)

## 16. Privacy Policy

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of Mobiliti Management Services Private Limited in respect of the Website. You further consent that the terms and contents of such Privacy Policy are acceptable to you.

## 17. Communications

17.1 You hereby expressly agree to receive communications by way of SMS, e-mails from Mobiliti Management Services Private Limited relating to Services provided through the Website.

## 18. General Provisions

18.1 **Notice:** All notices of Mobiliti Management Services Private Limited will be served by email or by general notification on the Website. Any notice provided to Mobiliti Management Services Private Limited pursuant to the Terms of Use should be sent to Mobiliti Management Services Private Limited customer support

18.2 **Assignment:** You cannot assign or otherwise transfer the Terms of Use, or any rights granted hereunder to any third party. Mobiliti Management Services Private Limited's rights under the Terms of Use are freely transferable by Mobiliti Management Services Private Limited to any third parties without the requirement of seeking your consent.

18.3 **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Term of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.

18.4 **Waiver:** Any failure by Mobiliti Management Services Private Limited to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by Mobiliti Management Services Private Limited of that provision or right.

## 19. Feedback and Information

Any feedback you provide to this Website shall be deemed to be non-confidential. Mobiliti Management Services Private Limited shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You represent and warrant that (i) Your feedback does not contain confidential or proprietary information of You or of third parties; (ii) Mobiliti Management Services Private Limited is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) Mobiliti Management Services Private Limited may have something similar to the feedback already under consideration or in development; and (iv) You are not entitled to any compensation or reimbursement of any kind from Mobiliti Management Services Private Limited for the feedback under any circumstances.

## 20. Terms and Conditions of Use

20.1 You shall pay the vehicle rental fare as per the applicable rates and payment schedules confirmed to you by Mobiliti Management Services Private Limited at the time of booking.

20.2 You agree and acknowledge that the use of the services offered by Mobiliti Management Services Private Limited is at your sole risk. Mobiliti Management Services Private Limited disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness of the services offered by Mobiliti Management Services Private Limited. The liability of Mobiliti Management Services Private Limited is excluded to the fullest extent permitted by law.

20.3 Without prejudice to the above, Mobiliti Management Services Private Limited makes no representation or guarantee that:

- a. the service shall meet Customer requirements;
- b. The service shall be uninterrupted, timely, secure, or error-free.

20.4 Mobiliti Management Services Private Limited shall not be responsible or liable for any loss or damage, howsoever caused or suffered by You, arising out of the use of car rental service offered by Mobiliti Management Services Private Limited or due to the failure of Mobiliti Management Services Private Limited to provide services to you for any reason whatsoever including but not limited to the your non-compliance with the terms and conditions of Mobiliti Management Services Private Limited or other circumstances whether or not beyond the control of Mobiliti Management Services Private Limited or any person or any organization involved.

20.5 Without prejudice to the above, Mobiliti Management Services Private Limited shall not be liable for any direct or indirect loss or damage which may be suffered by You, as a result of any failure on the part of Mobiliti Management Services Private Limited to provide a vehicle to You within any stipulated time even if Mobiliti Management Services Private Limited has agreed to provide the vehicle, or even if you have apprised Mobiliti Management Services Private Limited of the possibility of any such loss or damage which would result if the vehicle is not provided at all or is not provided within the stipulated time to You.

20.6 Upon the demand of Mobiliti Management Services Private Limited, You shall indemnify Mobiliti Management Services Private Limited from/ and against/ and in respect of any/ or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims, demands, actions and proceedings which Mobiliti Management Services Private Limited may incur or sustain directly or indirectly from/ or by any reason of/ or in relation to the use or purposed use of the Services provided by Mobiliti Management Services Private Limited.

20.7 Mobiliti Management Services Private Limited shall be entitled to terminate any booking at any time without giving any reason or prior notice to you, the Customer.

20.8 Mobiliti Management Services Private Limited encourages all its customers to take full responsibility of their luggage/belongings. In case of any loss, from the Vehicle during the journey, Mobiliti Management Services Private Limited shall Endeavour to locate the lost luggage/belongings on a "best-effort" basis but Mobiliti Management Services Private Limited shall not be held responsible for such loss or damage.

20.9 If the Customer leaves any luggage/belongings/goods in the vehicle or has any complaint in respect of the services or the use of the vehicle, the Customer shall make a complaint in writing to Mobiliti Management Services Private Limited within 24 hours from such usage.

20.10 In case of any dispute arising between the Customer and Mobiliti Management Services Private Limited, the dispute shall be referred to an Arbitrator, appointed by Mobiliti Management Services Private Limited in its sole discretion. The Arbitrator so appointed by Mobiliti Management Services Private Limited shall act in conformity with the Arbitration and Conciliation Act, 1996. The award so passed by the Arbitrator shall be binding upon the Customer as well as Mobiliti Management Services Private Limited. The courts of Delhi, India shall have the sole and exclusive jurisdiction in respect of any matters which may be instituted before any court of law, arising from the use of the services offered by Mobiliti Management Services Private Limited.

20.11 Mobiliti Management Services Private Limited shall be entitled to record all the calls made to the call centre/s of Mobiliti Management Services Private Limited for quality and training purposes.

20.12 Vehicles registered with Mobiliti Management Services Private Limited may be continuously tracked by Mobiliti Management Services Private Limited using GPS for security reasons or for reasons deemed fit and proper by Mobiliti Management Services Private Limited.

20.13 Mobiliti Management Services Private Limited may send proposals, booking confirmation, itinerary information, cancellation, payment confirmation, refund status, schedule change or any such other information relevant for the transaction, via SMS, e-mail or by voice call on the contact number given by the Customer at the time of booking; Mobiliti Management Services Private Limited may also contact the Customer by voice call, SMS or email in case the Customer couldn't or hasn't concluded the booking, for any reason what so ever or to know the preference of the Customer for concluding the booking and also to help the Customer for the booking. The Customer hereby unconditionally consents that such communications via SMS and/ or voice call by Mobiliti Management Services Private Limited is (a) upon the request and authorization of the User, (b) 'transactional' and not an 'unsolicited commercial communication' as per the guidelines of Telecom Regulation Authority of India (TRAI) and (c) in compliance with the relevant guidelines of TRAI or such other authority in India and abroad. The Customer will indemnify Mobiliti Management Services Private Limited against all types of losses and damages incurred by Mobiliti Management Services Private Limited due to any action taken by TRAI, Access Providers (as per TRAI regulations) or any other authority due to any erroneous compliant made by the Customer against Mobiliti Management Services Private Limited with respect to the intimations mentioned above or on account of any wrong number or email id provided by the Customer for any reason whatsoever.

20.14 The Customer warrants that the Customer shall abide by all such additional procedures and guidelines, as modified from time to time, with respect to the use of Mobiliti Management Services Private Limited's services. The Customer further warrants that the Customer shall comply with all the applicable laws and regulations regarding the services provided by Mobiliti Management Services Private Limited.

20.15 Unless explicitly provided by Mobiliti Management Services Private Limited, any specific service or deliverable, obtaining sufficient insurance coverage shall be the obligation/option of the Customer and Mobiliti Management Services Private Limited shall not accept any claim/s arising out of such contingencies.

20.16 Insurance cover, if any provided as a part of the service/ product by Mobiliti Management Services Private Limited shall be based on the terms and conditions of the insuring company. The Customer shall contact the insurance company directly for any claim/s or dispute/s which may arise out of such insurance cover. Mobiliti Management Services Private Limited shall not provide any express or implied undertakings for acceptance of the claims by the insurance company.