

These **Terms of Use** govern the use of the www.spinny.com website ("Website"). The Website is owned and operated by Valuedrive Technologies Private Limited, for a purpose of buying and seller second hand Vehicles. Valuedrive Technologies Private Limited incorporated under the Companies Act, 2013 with its registered office at 8th Floor, Tower A Capital Business Park, Sector-48 Sona Road, Gurugram- 122018 (hereinafter referred to as "**Valuedrive**" or "**We**" or "**Us**" or "**Our**"). For the purpose of these Terms of Use The Terms of Use, wherever the context so requires, ("**You**" or "**Your**" or "**Yourself**" or "**Buyer**") shall mean a natural or legal person interested in purchasing motor vehicles that are listed on the Website and availing such other services made available by Valuedrive (collectively referred to as the "**Platform**"). These Terms of Use is published in accordance and compliance with the provisions of Information Technology Act, 2000 and Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, if applicable, and amended from time to time.

THESE TERMS OF USE ARE SUBJECT TO REVISION BY US AT ANY TIME PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OR REGISTERING, BROWSING OR ACCESSING OR OTHERWISE USING THE PLATFORM. THE REVISED TERMS OF USE SHALL BE MADE AVAILABLE ON THE PLATFORM. YOU ARE REQUESTED TO VIEW THE MOST CURRENT TERMS OF USE. IT SHALL BE YOUR RESPONSIBILITY TO CHECK THESE TERMS OF USE PERIODICALLY FOR CHANGES. WE MAY REQUIRE YOU TO PROVIDE YOUR DIRECT OR INDIRECT CONSENT TO ANY UPDATE IN A SPECIFIED MANNER BEFORE FURTHER USE OF THE PLATFORM. IF NO SUCH SEPARATE CONSENT IS SOUGHT YOUR CONTINUED USE OF THE PLATFORM SHALL SIGNIFY YOUR ACCEPTANCE OF THE TERMS OF USE AND YOUR AGREEMENT TO BE LEGALLY BOUND BY THE SAME.

REFERENCE TO MOTOR VEHICLES SHALL MEAN THE REFERENCE TO PRE-OWNED CARS ONLY UNLESS THE PLATFORM OFFERS SERVICES EXTENDED TO OTHER FORMS OF AUTOMOBILES IN WHICH CASE THE TERM AUTOMOBILES SHALL INCLUDE SUCH OTHER FORMS.

PART A – GENERAL TERMS RELATING TO PLATFORM

1. Eligibility to Use

- I. Use of the Platform is not available to minors under the age of eighteen (18) years and excludes persons who are incompetent to contract within the meaning of the Indian Contract Act, 1872, including minors, undischarged insolvents or to any Users suspended or removed from the Platform by Valuedrive for any reason whatsoever. If You are disqualified as per the preceding sentence, 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 the Services under the laws as applicable in India.

- II. Valuedrive 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.
- III. You shall not have more than one active Account (defined hereunder) on the Platform. Additionally, You are prohibited from selling, trading, or otherwise transferring Your Account to another person.

2. Registration of Your Account

- I. You may access and use the Platform either as a registered User or as a guest User. However, not all sections of the www.spinny.com will be accessible to all guest users.
- II. You can create a registered user account by providing Valuedrive certain User information as requested by Us following which You can create a specific log-in ID and password ("Account")
- III. If You use the Platform, You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer to prevent unauthorised access to Your account. You agree to accept responsibility for all activities that occur under Your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- IV. Please ensure that the details you provide Us with are correct and complete and inform Us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided Us with in the Your Account area of the Platform. You agree and

acknowledge that you will use your account on the Platform to make purchases only for your personal use and not for business purposes. Should you wish to order products for business purposes, please reach out contact@spinny.com. Valuedrive reserves the right to refuse access to the Platform, terminate accounts, remove or edit content at any time without notice to You.

- V. You may be required to provide certain personal information and We may collect certain personal information. Your provision of, and Valudrive's collection, storage, use, disclosure and otherwise dealing of such personal information shall be governed by Valuedrive's privacy policy, which is available at <https://www.spinny.com/terms-and-conditions/privacy-policy/>("Privacy Policy").

3. User Representations and Obligations

- I. Subject to compliance with the Terms of Use, Valuedrive grants You a non- exclusive, limited privilege to access and use this Platform and the Platform Services.
- II. You agree to use the Platform Services, Platform and the materials provided therein only: (a) for purposes that are permitted by the Terms of Use; and (b) in accordance with any applicable law, regulation or generally accepted practices or guidelines.
- III. You shall solely be responsible for Your employees, subcontractors and representatives and all claims made in relation to or by Your employees, subcontractors and representatives, and Valuedrive shall not be responsible for them in any manner whatsoever.
- IV. You agree to not engage in activities that may adversely affect the use of the Platform by other Customers/ Valuedrive/registered trading partners.
- V. You agree not to access (or attempt to access) the Platform and the materials or Platform Services by any means other than through the interface that is provided by Valuedrive. 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 Platform or Content (as defined below), or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform.

- VI. You acknowledge and agree that by accessing or using the Platform or Platform Services, You may be exposed to content from others (including but not limited to, Other Customers, registered trading partners, and other users/visitors) that You may consider offensive, indecent or otherwise objectionable. Valuedrive disclaims all liabilities arising in relation to such offensive content on the Platform.
- VII. If the Platform allows You to post and upload any material on the Platform, You hereby undertake to ensure that such material is not offensive and is in accordance with applicable laws. All material added, created, uploaded, submitted, distributed, or posted to the Platform by You is Your sole responsibility. You understand that Valuedrive shall have right to remove any material uploaded by You on the Platform and you waive your right to objection or challenge such removal.
- VIII. You hereby do and shall grant Valuedrive a worldwide, non-exclusive, perpetual, royalty-free, sub-licensable and transferable license to use, reproduce, disclose, distribute, translate and otherwise fully exploit any such material, in connection with the Platform and Valuedrive's (and Valuedrive's successors' and assigns') businesses, including without limitation, for promoting the Platform in any media formats and through any media channels. You represent and warrant that You have all rights to grant such licenses to Valuedrive without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. You understand and undertake to indemnify Valuedrive in case any third

party claim is made against Pureride for material uploaded by you on the Platform.

- IX. Further, You undertake not to
- i. Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
 - ii. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - iii. Publish, post, upload, distribute or disseminate any information that is harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, hateful, or racially, ethnically objectionable, disparaging, inappropriate, profane, infringing or otherwise unlawful in any manner whatever; or that 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 cognisable offence or prevents investigation of any offence or is insulting any other nation;
 - iv. 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;
 - v. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer;
 - vi. Engage in any activity that interferes with or disrupts access to the Platform or the Platform Services (or the servers and networks which are connected to the Platform);
 - vii. Attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any Valuedrive server, or to any of the Platform Services offered on or through the

Platform, by hacking, password mining or any other illegitimate means;

- viii. Probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look- up, trace or seek to trace any information on any other user, registered trading partner, other Customer, of or visitor to, the Platform, to its source, or exploit the Platform or Platform Services or information made available or offered by or through the Platform, 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 on the Platform;
- ix. Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked sites;
- x. Collect or store data about others Customers/users in connection with the prohibited conduct and activities set forth in this Section;
- xi. Use any device or software to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform;
- xii. Use the Platform 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 Valuedrive or other third parties;
- xiii. 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;

- xiv. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Platform Service;
 - xv. Violate any applicable laws or regulations for the time being in force within or outside India;
 - xvi. Violate the Terms of Use contained herein or elsewhere; and
 - xvii. 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 Platform.
- X. Valuedrive reserves the right to review any information/data uploaded by You on the Platform and delete any information/data that is inconsistent with these Terms of Use. You agree that You are solely responsible to Valuedrive 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 Valuedrive or its affiliates may suffer) for any such breach.
- XI. You agree that Valuedrive may, at any time, modify or discontinue all or part of the Platform, charge, or offer opportunities to some or all Users.

4. Use of Materials

- I. Except as expressly indicated herein, Valuedrive hereby grants You a non-exclusive, freely revocable (upon notice from Valuedrive), non-transferable access to view, download and print any materials available on the Platform, subject to the following conditions:
 - i. You may access and use the materials solely for personal, informational, and internal purposes, in accordance with the Terms of Use;
 - ii. You agree not to modify or alter the materials available on the Platform;

- iii. You agree not to distribute or sell, rent, lease, license or otherwise make the materials on the Platform available to others; and
 - iv. You agree not to remove any text, copyright or other proprietary notices contained in Automobile Service related catalogues or any other materials available on the Platform.
- II. The rights granted to You in the materials as specified above are not applicable to the design, layout or look and feel of the Platform. Such elements of the Platform are protected by intellectual property rights and may not be copied or imitated in whole or in part.
- III. Any software that is available on the Platform is the property of Valuedrive. You shall not use, download, install or extract source code of any software available on the Platform, unless otherwise expressly permitted by these Terms of Use or by the express written permission of Valuedrive.

5. Background Verification

At the time of inspection of motor vehicles, you hereby give your consent to carry-out the background checking of the motor vehicles including but not limited to Vahan checks (incl. existing loans and CIBIL checks limited to loan pendency), Challans (if any pending) against the motor vehicles, Charges or encumbrances on motor vehicles, RTO records check of the motor vehicles, and criminal records check of the motor vehicles, by Valuedrive or through its authorised vendors/agency/partners.

6. Usage Conduct

- I. You shall be solely responsible for maintaining the necessary computer equipment and internet connections that may be required to access, use and transact on the Platform.

7. Intellectual Property Rights

- I. Subject to Section 7 below, the Platform 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 Platform is owned and controlled by Valuedrive 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.

- II. The Spinny, SPINNY, "SPINNY ASSURED, Spinny Logo, Find Happiness with Spinny in 3 steps, Spinny Assured logo, Spinny certified and other marks, logos and service marks indicated on the Platform are trademarks or registered trademarks ("**Marks**") are the property of Valuedrive or other respective third parties, as the case may be. You are not permitted to use the Marks without the prior consent of Valuedrive, or the third party that may own the Marks
 - III. 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 Valuedrive.
 - IV. Valuedrive and its Affiliates respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please write to us at legal@spinny.com.
8. Disclaimer Of Warranties & Liability
- I. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: THE PLATFORM, PLATFORM SERVICES, OTHER SERVICES AND OTHER MATERIALS ARE PROVIDED BY VALUEDRIVE 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, VALUEDRIVE MAKES NO WARRANTY THAT (I) THE PLATFORM OR THE PLATFORM SERVICES OR OTHER SERVICES WILL MEET YOUR REQUIREMENTS OR YOUR USE OF THE PLATFORM OR THE PLATFORM SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OR PLATFORM SERVICES WILL BE EFFECTIVE,

ACCURATE OR RELIABLE; (III) THE QUALITY OF THE PLATFORM OR PLATFORM SERVICES WILL MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS OR DEFECTS IN THE PLATFORM OR PLATFORM SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VALUEDRIVE OR THROUGH USE OF THE PLATFORM SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

- II. VALUEDRIVE WILL HAVE NO LIABILITY RELATED TO ANY REGISTERED TRADING PARTNER/ BUYER CONTENT ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. VALUEDRIVE ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY TRADING PARTNER/CUSTOMER CONTENT.
- III. VALUEDRIVE 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 PLATFORM OR ANY PLATFORM SERVICES, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.
- IV. VALUEDRIVE HAS ENDEAVORED TO ENSURE THAT ALL THE INFORMATION ON THE PLATFORM IS CORRECT, BUT VALUEDRIVE NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE QUALITY, ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION, OR PLATFORM SERVICE. VALUEDRIVE SHALL NOT BE RESPONSIBLE FOR THE DELAY OR INABILITY TO USE THE PLATFORM OR RELATED FUNCTIONALITIES, THE PROVISION OF OR FAILURE TO PROVIDE FUNCTIONALITIES, OR FOR ANY INFORMATION, SOFTWARE, FUNCTIONALITIES AND RELATED GRAPHICS OBTAINED THROUGH THE PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THE PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. FURTHER, VALUEDRIVE SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE PLATFORM DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE PLATFORM THAT MAY OCCUR

DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND OUR CONTROL. THE TRADING PARTNER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE PLATFORM IS DONE ENTIRELY AT BUYER'S OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

9. Indemnification and Limitation of Liability

- I. You agree to indemnify, defend and hold harmless Valuedrive and its affiliates including but not limited to its (and its affiliates') officers, directors, consultants, agents and employees ("**Indemnitees**") 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 the Indemnitees 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 the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Platform or Platform Services, Your violation of the Terms of Use, or Your violation of any rights of another, including any intellectual property rights.
- II. In no event shall the Valuedrive, its officers, directors, consultants, agents and employees, be liable to You 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 the Valuedrive has been advised of the possibility of such damages, arising out of or in connection with (i) Your use of or access to the Platform, Platform Services or materials on the Platform; or (ii) seller support services provided by registered trading partners.
- III. The limitations and exclusions in this Section apply to the maximum extent permitted by applicable laws.

10. Violation of the Terms of Use

- I. You agree that Valuedrive may, in its sole discretion and without prior notice, terminate Your access to the Platform for cause, delist You and block Your future access to the Platform if Valuedrive determines that You have violated these Terms of Use. 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 Valuedrive, for which monetary damages would be inadequate, and You consent to Valuedrive obtaining any injunctive or equitable relief that Valuedrive deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that Valuedrive may have at law or in equity.
- II. If Valuedrive does take any legal action against You as a result of Your violation of these Terms of Use, Valuedrive 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 Valuedrive.

PART B- GENERAL TERMS FOR PLATFORM SERVICES

10. Platform to support transactions & service

- I. The Platform is an electronic platform that (a) provides a platform for trading partners to advertise, exhibit, make available and offer to sell motor vehicles to the Buyers; and (b) a platform for Buyers to accept the offer to sell of the motor vehicles listed by the trading partners on the Platform and to make payments to the trading partners for purchase of the motor vehicles; and (c) services to facilitate the engagement of 10.1buyers and sellers under commerce on the Platform; and (d) such other services as are incidental and ancillary thereto ("Platform Services"). Valuedrive may offer certain services in addition to the Platform Services:
 - i. Valuedrive may, at its discretion, add, modify or remove any of the Platform Services listed above from time to time without notice along with the terms and price of such services, which shall be deemed to be included in these Terms of Use. In case You choose to avail any such additional services You hereby agree to sign such additional contracts for regulating the additional

services chosen, as may be prescribed by Valuedrive. You shall be notified by Valuedrive of any changes to the Platform Services and Your access to the Platform Services will accordingly stand modified, specifically in the case where Valuedrive has offered new Platform Services and You have chosen to avail the same. The terms of new Platform Services shall be stated in this Terms of Use which will be duly amended from time to time to incorporate the same.

- ii. The Platform is only a facilitator in relation to the transactions entered between You and the registered trading partner. The agreement for sale of motor vehicles and/or for provision of any support services provided to You by a registered trading partner, shall be between You and the registered trading partner and shall strictly be a bipartite contract between You and the registered trading partner and Valuedrive shall not be a party to the same.
- iii. Valuedrive has not independently verified and does not guarantee the truthfulness of the credentials of the registered trading partner and any description of their business, authorisations, offerings made by them including the nature of services, pricing, location, contact details, etc. provided by the registered trading partner. Such information has been collected from the concerned trading partner, who has guaranteed the truthfulness and completeness of the same and Valuedrive shall not in any manner, be responsible or liable for such information.
- iv. As instructed by the registered trading partner, Valuedrive merely displays the list price of the motor vehicles listed on the Platform. On similar lines, the Platform merely displays the approximate cost of the support services, provided by the trading partners. You acknowledge and agree that (i) the approximate cost of services provided by registered trading partner for each category is only indicative and not an actual

estimate of the service costs; (ii) the actual fees charged by each registered trading partner may vary from the fees quoted by other registered trading partners; (iii) the actual fees may vary from the approximate service cost provided for a category on a case-to-case basis considering, the type and extent of services required, etc. This approximation of cost is arrived at by considering various objective factors including, but not limited to, the labour costs and the cost of parts that may be required to be replaced or fixed.

- v. The total price indicated on the Platform for any seller support service is inclusive of the items described for that service (excluding taxes and other applicable charges under law) and may not include additional services found to be required at the time of availing such seller support service. In such a case, the registered trading partner / basis instructions from the registered trading partner will discuss any change in scope and fees that will be communicated to You.
- vi. Any seller support service once booked using the Platform and accepted by the registered trading partner, as the case maybe, cannot be cancelled or modified by You. For seller support services, that You have booked through the Platform, and have been cancelled by the registered trading partner, Valuedrive shall refund all amounts collected on behalf of registered trading partner from You in this regard, within 5 -7 working days of such cancellation.
- vii. It shall be the sole responsibility of the registered trading partner to honor Your seller support services provided by them. Valuedrive shall not be responsible, and shall have no liability for the genuineness, the quality or completeness of such seller support services, including any delay in the provision thereof or cancellation of any service booking made with a registered trading partner through the Platform, or any offers, discounts or service

packages communicated by the registered trading partner, or for any misconduct or fraud committed by a registered trading partner or its employees (if any) or representatives etc. Valuedrive cannot be called upon to provide any guarantee/security with respect to the provision of seller support services by the registered trading partner.

- viii. You may conduct searches on the Platform to look for motor vehicles. The results for searches are derived on the basis of an algorithm which considers various factors, Customer reviews and feedback, pricing, Your input etc. Alternatively, the registered trading partner may be listed on the basis of Customer-selected search criteria. In either case, Valuedrive does not have any control over the results of searches carried out by You on the Platform. The result of any search for registered trading partner conducted by You on the Platform shall not be construed as the opinion or preference of Valuedrive.
- ix. The Platform may categorize the registered trading partner on the basis of various factors, including Your feedback, quality of motor vehicles sold, reliability of the registered trading partner. You agree to accept such categorization and You acknowledge that Your searches on the Platform will be subject to such categorization.
- x. Any booking made by You for an motor vehicle or Platform Services through the Platform may be subject to the additional terms and conditions mentioned therein, which You are presumed to have read and accepted at the time of making the service booking.
- xi. Valuedrive does not provide You with any guarantee that You will be able to purchase an motor vehicle listed on the Platform or avail any Platform Services.

11. Termination

- I. The Terms of Use will continue to apply until terminated by either You or Valuedrive as set forth below. If You want to terminate Your agreement with Valuedrive, You may do so by (i) notifying Valuedrive to close Your Account on the Platform. Such termination shall take effect 30 (thirty) days after receipt of such notice by Valuedrive. You are obliged to process all service bookings received by You through the Platform prior to the date of closure of Your Account on the Platform.
- II. Valuedrive may, at any time, with or without notice, terminate the Terms of Use with You if:
 - i. 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);
 - ii. Valuedrive is required to do so by law (for example, where the provision of the Platform Services to You is, or becomes, unlawful or upon receiving request for termination by law enforcement or other government agencies);
 - iii. The provision of the Platform Services to You by Valuedrive is, in the opinion of Valuedrive, no longer commercially viable or in any way detrimental to Valuedrive, its business or the Platform; or
 - iv. You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Valuedrive has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete;
 - v. Valuedrive has elected to discontinue, with or without reason, access to the Platform, Platform Services or any part thereof.
- III. Valuedrive may also terminate or suspend all or a portion of Your Account or access to the Platform Services with or

without reason. Termination of Your Account may include: (i) removal of access to all offerings within the Platform or with respect to the Platform Services; (ii) deletion of Your records 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 Platform and Platform Services:

- i. The termination of Your Account shall not relieve You of any liability that You may have incurred or may incur in relation to use of Platform Services provided prior to such termination;
- ii. You agree that all terminations shall be made in Valuedrive's sole discretion and that Valuedrive shall not be liable to You or any third party for any termination of Your Account, or Your access to the Platform and Platform Services.
- iii. If You or Valuedrive terminate Your use of the Platform, Valuedrive may delete any content or other materials relating to Your use of the Platform or the Platform Services and Valuedrive will have no liability to You or any third party for doing so.

12. Governing Law

- I. These Terms of Use and all transactions entered into on or through the Platform and the relationship between You and Valuedrive shall be governed in accordance with the laws of India without reference to conflict of laws principles.
- II. You agree that all claims, differences and disputes arising under or in connection with or in relation to the Platform, the Terms of Use or any transactions entered into on or through the Platform or the relationship between You and Valuedrive shall be subject to the exclusive jurisdiction of the Courts at Delhi, India and You hereby accede to and accept the jurisdiction of such Courts.

13. Report Abuse

- I. 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 Platform, please report the same to the following e-mail id: contact@spinny.com
14. Communications
 - I. You hereby expressly agree to receive communications by way of SMS and/or e-mails from Valuedrive relating to the Platform Services provided through the Platform.
 - II. You can unsubscribe/ opt-out from receiving communications from Valuedrive through SMS and e-mail anytime at support@spinny.com.
15. General Provisions
 - I. **Notice:** All notices from Valuedrive will be served by email to Your registered email address or by general notification on the Platform. Any notice provided to Valuedrive pursuant to the Terms of Use should be sent to contact@spinny.com with subject line - Attention: TERMS OF USE
 - II. **Assignment:** You cannot assign or otherwise transfer the Terms of Use, or any rights granted hereunder to any third party. Valuedrive's rights under the Terms of Use are freely transferable by Valuedrive to any third party without the requirement of seeking Your consent.
 - III. **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or any 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.
 - IV. **Waiver:** Any failure by Valuedrive to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by Valuedrive of that provision or right.
16. Feedback and Information
 - I. Any feedback You provide on the Platform shall be deemed to be non- confidential. Valuedrive 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) Valuedrive is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) all information provided in the feedback is true and correct and relates to the Automobile Service availed by You; and (iv) You are not entitled to any compensation or reimbursement of any kind from Valuedrive for the feedback under any circumstances. Valuedrive reserves the right to initiate any action against You under the applicable laws for a breach of this representation, including appropriate actions for any defamation allegations. When You provide feedback on the Platform, You grant to Valuedrive, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual and unconditional license to (i) use or reproduce the feedback posted by You on the Platform; (ii) delete and remove the entire or such part of any feedback posted by You that, in the opinion of Valuedrive, is not in compliance with these Terms of Use; and (iii) communicate the feedback to other users, including registered trading partners.

- II. Any feedback posted by You on the Platform regarding any Platform Service or seller support services availed by You may be required to be substantiated by Valuedrive as evidence, as necessitated or requested by Valuedrive.