

Effective from April [●], 2018

ACF (Tata Trusts) Donation

These terms and conditions (“T&C”) shall be binding on each Customer (“You” or “Your”) who voluntarily desire to make monetary donation contribution towards Alamelu Charitable Foundation (“ACF”) facilitated through ANI Technologies Private Limited (“Ola”) through the Ola App.

This document is an electronic record in terms of the Information Technology Act, 2000 and the rules made thereunder as applicable and the 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. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE TERMS AND CONDITIONS BEFORE YOU CHOOSE TO MAKE VOLUNTARY DONATIONS TOWARDS ANY CHARITABLE CAUSE ON THE OLA APP, BECAUSE YOU SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

BY ACCEPTING THESE TERMS AND CONDITION YOU, AFFIRM AND DECLARE THAT YOU ARE AN INDIAN CITIZEN AND THE SOURCE OF YOUR CONTRIBUTION IS NOT A FOREIGN SOURCE AS PER THE FOREIGN CONTRIBUTION REGULATIONS ACT, 2010 (“FCRA”).

YOU AGREEING TO THESE TERMS AND CONDITIONS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND ANI TECHNOLOGIGIES PRIVATE LIMITED IN RESPECT OF THE DONATIONS MADE BY YOU ON THE OLA APP.

DEFINITIONS

- a) **“App”** shall mean the ‘Ola Cabs’ mobile application developed and operated by Ola.
- b) **“Auto Renewal”** shall mean the automatic renewal of the Contribution through the first time express consent for the addition of such Contribution to the Customer’s Total Ride Fee.
- c) **“Contribution”** means the amount of contribution made by a Customer for the purposes of donating to a charitable foundation or non-governmental organisation.

Words capitalized and not defined herein shall have the meaning assigned to them in the User Terms available on the Site.

Terms and Conditions

1. Ola will be facilitating voluntary contribution on the App and the proceeds will be used to provide affordable cancer care to individuals at low costs by Alamelu Charitable Foundation. ACF is supported by Tata Trusts to carry out cancer care requirements, referred to as “ACF (Tata Trusts)” on the App.

2. The Contribution will be made in the form of payment chosen by You for the Ride, whether cash, Wallet or Card. The Contribution will be represented in Your final invoice as "Donation".
3. In the event, You choose to donate Re 1 to ACF (Tata Trusts), Ola will add Re 1 to each of their Rides:
 - a. This Contribution will be added to each Ride, until such time when You deactivate the opt-in from profile section, namely "Donations" and by disabling the toggle button. Such deactivation can be reversed by You at any time, by going to the profile section and turning on the donation setting in "Donations" section.
 - b. Any Contributions made by You, cannot be refunded or cancelled once You have opted in for the Contribution on the App and a Ride has been allotted.
 - c. Ola will duly transfer the funds to ACF as per arrangements between Ola and ACF.
 - d. Your Contributions in one year will not be permitted exceed Rs. 2000. In the event, that the total Contribution made by You reaches this ceiling, Ola will automatically disable the function for Your Account.
 - e. Notwithstanding the contents of this Clause (3), in the event a Ride is cancelled, the Contribution will also stand cancelled.
4. The Contributions can be made across all categories on the App, except on corporate rides and any bookings made through Ola kiosks.
5. Any Contribution made by You will be at Your own risk and You shall have no claim against any party arising out of or in connection with this transaction.
6. Ola will not be liable for the issuance of 80G certificate under the Income Tax Act. You will be provided an 80G certificate for tax exemption corresponding to Your Contribution by ACF, as per laws applicable to ACF, through the link communicated by ACF. This link shall appear on Your App.
7. You agree and consent to Ola sharing your information with ACF for the purposes of facilitating the 80G certificate. Other than this sharing of information for this particular purpose, both Ola and ACF shall remain bound by confidentiality requirements.
8. The Contribution amount charged to Your invoice will not be liable for any GST or any other tax. The Contributions shall be entirely exempt from tax.
9. You understand and acknowledge that Ola is not a professional charitable organization, broker, financial institution, creditor or insurer.
10. All proceeds of the Contributions from You will go to ACF for implementing their cancer care program.
11. In addition to any other terms provided under these Terms and Conditions, Ola may, at any time, deactivate the option to make any Contributions, including for the purpose of ensuring compliance with applicable laws or any order of any regulatory, statutory or other authority.

12. Where the Contributions are deactivated by Ola due to any non-compliance with applicable laws, Ola shall refund, the total Contribution made by the You to Ola, where such amount has not already been transferred to ACF (Tata Trusts).
13. That the option to make above mentioned Contributions will only be applicable to Customers registered with mobile numbers with India's Dialling Code, i.e. (+91) registrations and whose ride country is India.
14. Ola may amend these terms and conditions, at any time without prior notice to the You. Any changes will be effective upon posting of the amendments/modifications on the Site, and such amended terms and conditions will thereupon apply to and be binding You. By continuing to access or use the Site or any features attached to it, You will be deemed to have agreed to accept and be bound by such amended terms and conditions. If You do not agree to the amended terms and conditions, You must discontinue accessing the Site, Ola Share and/or its features immediately. The date on which the last update took place, is reflected in the legend 'Last updated on' at the beginning of this document.
15. For any queries, kindly email us: support@olacabs.com