

Last updated on June 23, 2017

Terms and Conditions

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 USE THE OLA SHARE PASS FACILITY OFFERED ON THE SITE, BECAUSE YOU SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN. If You do not accept to this terms and conditions, then please don't use the Ola Share Pass facility being provided therein. YOU AGREEING TO THESE TERMS AND CONDITIONS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND ANI TECHNOLOGIES IN RESPECT OF THE OLA SHARE PASS FACILITY OFFERED/AVAILED USING THE SITE.

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 Ola Share Pass by the debit of the User's Wallet Account for payment due to Ola for renewal of Ola Share Pass, upon expiry of an existing Share Pass. The User may choose to turn off the Auto Renewal option on the App.
- c) **"Auto Renewal Term"** shall mean the duration or term during which Ola retains the right to send debit requests to Zipcash Card Services Private Limited for the purpose of Auto renewal. The Auto Renewal Term shall extend till such time the User expressly cancels the Share Pass subscription in the App.
- d) **"Maximum Permissible Distance"** shall mean the maximum distance covered in one Ride up to which the Share Pass Pricing shall be applicable. The Maximum Permissible Distance shall differ based on the type of Share Pass and the City of Operation and the Applicable Laws therein. Maximum Permissible Distance for the concerned City of Operation shall be reflected on the App.
- e) **"Ola"** shall mean ANI Technologies Private Limited, a company registered under the Companies Act, 1956, with CIN U72900KA2010PTC086596 and having its registered office at Regent Insignia, #414, 3rd Floor, 4th Block, 17th Main, 100 Feet Road, Koramangala, Bangalore - 560034., and shall include its successors, representatives, affiliates and permitted assigns.
- f) **"Ola Share"** shall mean 'Ola Share' functionality available on the Ola Site and/or Ola App, enabling Users to share and complete Rides with other Users traveling on the same route.
- g) **"Ola Share Pass"** or **"Share Pass"** shall mean the facility offered by Ola whereby the Users may avail special pricing (as is more particularly described in Clause 4 of these terms and conditions and at <https://help.olacabs.com/support/mainarticle>) for the Rides completed using the services of the Ola Share feature/services on the Ola Site. Such Share Pass may be issued in the electronic, physical or any other form as determined by Ola. Further details relating to the use of the physical Share Pass are available at <https://help.olacabs.com/support/200834455/mainsection>.

- h) **“Ola Share T&C”** shall mean the terms and conditions pertaining to the Ola Share functionality, which is available at http://www.olacabs.com/info/faqs#ola_share.
- i) **“Ride(s)”** shall mean the travel in the vehicle by the User from the pick up point to the drop point facilitated through the Ola Share feature of the Site/ App.
- j) **“Share Pass Pricing”** shall mean the fare payable on a flat rate basis for the Rides completed using an active and subsisting Share Pass on Ola Share. The Share Pass Pricing shall differ based on the type of Share Pass and the City of Operation and the Applicable Laws therein. Share Pass Pricing for the concerned City of Operation shall be reflected on the App.
- k) **“Site”** shall mean the website www.olacabs.com, the App and such other websites and mobile applications as may be developed and /or operated by Ola.
- l) **“Wallet Account”** shall mean and refer to prepaid payment instrument in the nature of an electronic vault account created by the User through the use of the services of Zipcash Card Services Private Limited.
- m) **“Weekly Ride Limit”** shall mean the maximum number of Rides on Ola Share that a User may avail on Share Pass Pricing in a period of 7 (seven) days. The Weekly Ride Limit shall differ based on the type of Share Pass and the City of Operation and the Applicable Laws therein. Weekly Ride Limit for the concerned City of Operation shall be as listed below or as reflected on the App.

City	Weekly Ride Limit
All Cities	40

TERMS AND CONDITIONS:

1. Ola Share Pass is available for an upfront 30 day fee as may be specified by Ola from time to time on the Site (**“Fee”**). The Fee shall differ based on the type of Share Pass and the City of Operation and the Applicable Laws in the City of Operation. The available modes of payment of the Fee shall be as available and reflected on the App.
2. Subject to clause 16, a User shall be eligible to register a maximum of 2 (two) Share Passes at a time in a given City of Operation, with one Share Pass being the active one and the other Share Pass being the inactive one, to be used after the expiry of the first Share Pass. For clarity, a User may have multiple Share Passes in multiple cities.
3. The Ola Share Pass is non-transferable.
4. The Ola Share Pass entitles the User to avail Share Pass Pricing for the Rides completed using Ola Share, subject to the Maximum Permissible Distance. The Share Pass Pricing and Maximum Permissible Distance shall differ based on the City of Operation and the Applicable Laws therein, and shall be reflected accordingly on the App, with further details available at <https://help.olacabs.com/support/mainarticle>.
5. Standard rates of the ‘Ola Mini category’ or the ‘Ola Micro category’ or the ‘Ola Share category’ as available on the Site and as applicable in the City of Operation shall become applicable once the User covers a distance greater than the Maximum Permissible Distance. The applicability of the standard rates of the Micro category or the Mini category or the Share category shall be subject to the type of Share Pass. The said standard rates shall be payable on the basis of the additional distance covered and time consumed and shall be payable over and above the Share Pass Pricing applicable up to the Maximum Permissible (**“Add Fare”**).
6. Peak pricing/surge pricing/demand based pricing shall not be applicable on the Add Fare.

7. In the event and subject to the availability of such option in the City of Operation, a User who is availing the Ola Share Pass facility, selects 2 (two) seats for an Ola Share Ride, an additional fee shall be payable by such User. The additional fee shall be intimated to the User from time to time on the App.
8. The Ola Share Pass facility/Share Pass Pricing may not be available for airport Rides. The availability of Share Pass Pricing for airport rides may differ based on the City of Operation and shall be reflected accordingly on the App.
9. The Ola Share Pass facility/Share Pass Pricing shall be available only to Insta Account holders of the 'Ola Corporate' functionality on the Site/App. For clarity, Ola Share Pass facility shall not be available to the Prepaid and/or Postpaid account holders of Ola Corporate.
10. In order to avail the facility of Share Pass purchased from any other platform / application other than that of Ola's, such person will have to have an account on the App.
11. The Ola Share Pass does not in any way guarantee the availability of any trips.
12. The Ola Share Pass in the electronic/virtual form shall become active on purchase and the Ola Share Pass in the physical form shall become active on registration of the Share Pass on the App, and the User shall not have the option to deactivate the Share Pass for any Ola Share Ride during the validity of the Share Pass. However, in case the fare for a particular Ride is lower than the Share Pass Pricing (i.e. the fixed fare applicable to you as a Share Pass user), then the Ride shall automatically apply the lower fare.
13. The Ola Share Pass shall be valid for a period of 30 (thirty) days and shall become inactive at midnight (24:00 hours) on the 30th day from the date of purchase of the Share Pass.
14. The User shall be eligible to purchase a new Share Pass upon nearing the completion of the term of validity of his existing Share Pass. For clarity, the eligibility to purchase a new Ola Share Pass would be triggered once (a) the User has only 5 (five) days of validity left in his current Ola Share Pass, and/or (b) has only 5 (five) rides left in his current Ola Share Pass. For clarity, the new Share Pass would become active and operative only upon the deactivation and exhaustion of the existing Share Pass. Further, the term of validity for the new Share Pass shall commence from the date of activation of the new Share Pass and not from the date of purchase of the new Share Pass.
15. The User shall execute such other documents/provide permissions, in addition to these terms and conditions as may be required by Ola and, or under applicable law from time to time, to avail the Ola Share Pass facility. These Share Pass terms and conditions shall be applicable to the Users in addition to the general terms and conditions applicable to Ola Share, and in case of any conflict between the Share Pass terms and conditions and the Ola Share terms and conditions, these Share Pass terms and conditions shall supersede.
16. Ola reserves the right to immediately suspend or terminate the use of any Ola Share Pass that is used fraudulently or in contravention of the terms and conditions of the Site or in contravention of these terms and conditions. Further, Ola reserves the right to disqualify any User from the benefits of the Share Pass purchased from any other platform, in case of any fraudulent activity, suspicious transactions, change in applicable law or for any reason as may be intimated by Ola.
17. The User may cancel the purchase of a Share Pass within 7 (Seven) days from the date of purchase of the Share Pass subject to the condition that no Ola Share Rides have been completed on Share Pass Pricing during such period.
18. A User may not cancel more than 5 (five) Share Passes across different cities in a given month (30 days). For clarity, the calculation of the 30 (thirty) day tenure shall commence from the date of cancellation of the first such Share Pass.
19. In the event of a successful cancellation of Share Pass by a User, the Fee for the Share Pass shall be refunded in the Wallet Account of the User.
20. In the event, a User has availed the Ola Share Pass facility and is also a member of the 'Ola Select' feature on the App/Site, the benefits in terms of the fares/rates of the Rides completed using Ola

Share as available under the Ola Share Pass feature shall override the benefits under the Ola Select feature. The benefits of Ola Select shall become applicable only in the event the Share Pass Pricing under Ola Share Pass feature is inapplicable.

21. By availing the Auto Renewal facility, the User hereby authorises Ola to send payment/debit instructions to Zipcash Card Services Private Limited to debit an amount equal to the Share Pass Pricing from the Customers' Wallet Account to process payment for Ola towards renewal of the Ola Share Pass during the Auto Renewal Term.
22. If the User purchases the Share Pass on any other platform / application other than that of Ola's App, the Share Pass terms and Conditions on the Ola's App will supersede any other terms and conditions.
23. In addition to any other terms provided under these Terms and Conditions, Ola may, at any time, deactivate the Share Pass, including for the purpose of ensuring compliance with applicable laws or any order of any regulatory, statutory or other authority. Where the Share Pass is required to be deactivated by Ola due to any non-compliance with applicable laws, Ola shall refund to the User: (i) the total Fee paid by the User, where the User has not yet used the Ola Share Pass; or (ii) a portion of the Fee paid by the User, on a pro rata basis, as determined by Ola, and calculated based on the extent to which the Ola Share Pass has been utilized by the User.
24. **Ola may amend these terms and conditions, at any time without prior notice to the User. 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 on the User. By continuing to access or use the Site or any features attached to it, the User will be deemed to have agreed to accept and be bound by such amended terms and conditions. If the User does not agree to the amended terms and conditions, he/she 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.**
25. Words capitalized and not defined herein shall have the meaning assigned to them in the terms and conditions of Ola Share available on the Site.