

OLA Pass Legal | ANI Technologies Private Limited Last updated October 27, 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 PASS FACILITY OFFERED ON THE SITE, BECAUSE YOU SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN. If You do not accept these terms and conditions, then please don't use the Ola Pass facility being provided therein. YOU AGREEING TO THESE TERMS AND CONDITIONS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND ANI TECHNOLOGIES PRIVATE LIMITED (“Ola”) IN RESPECT OF THE OLA PASS FACILITY OFFERED/AVAILED USING THE SITE.

DEFINITIONS:

- (a) “App” shall mean the ‘Ola Cabs’ mobile application developed and operated by Ola.
- (b) “Auto 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 (*as defined herein*) completed using the services of the Ola Micro, Mini, Prime, Auto feature/services on the Ola App and Site.
- (c) “Auto Renewal” shall mean the automatic renewal of the Ola Cab Pass (*as defined herein*) and/or Auto Pass (whichever applicable) by the debit of the user’s Wallet Account (*as defined herein*).
- (d) “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.
- (e) “Maximum Permissible Distance” shall mean the maximum distance covered in one ride up to which the Ola Cab Pass/Auto Pass flat fare pricing shall be applicable
- (f) “Ola Cab Pass” shall mean the facility offered by Ola whereby the users may avail special pricing (as is more particularly described herein and at <https://help.olacabs.com/support/mainarticle>) for the rides completed using the services of the Ola Micro, Mini, Prime, Auto feature/services on the Ola App and Site.
- (g) “Ride/(s)” shall mean the travel in the vehicle by the user from the pick-up point to the drop point facilitated through the OlaCabs feature of the Site/App.
- (h) “Ride category” shall mean the category that the user takes a ride in, as shown the Ola app /Site.
- (i) “Pass Pricing” shall mean the fare payable on a flat rate basis for the Rides completed using an active and subsisting Ola Cab Pass or Auto Pass.
- (j) “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.
- (k) “Wallet Account” shall mean and refer to prepaid payment instrument in the nature of an electronic wallet account created by the user, through the use of the services of Zipcash Card Services Private Limited.

TERMS AND CONDITIONS:

- (1) An Ola Cab Pass or Auto Pass may be issued in an electronic, physical or any other form as determined by Ola from time to time.
- (2) Cab Pass and Auto Pass can be bought for an upfront fee for a specified number of days, weeks, months. The fee shall differ basis the city of operation, number of Rides and the distance for which the pass is availed.

- (3) The Maximum Permissible Distance shall differ based on the type of Ola Cab 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.
- (4) The modes of making payment for the purchase of the pass shall be made available on the App.
- (5) Subject to Clause 23, a user shall be eligible to register a maximum of two (2) Ola Cab Passes/Auto Passes at a time in a given city of operation, with 1 (one) Ola Cab Pass/Auto Pass being the active one and the other Ola Cab Pass/Auto Pass being the inactive one, to be used after the expiry of the first Ola Cab Pass/Auto Pass. A user may have multiple Ola Cab Passes/Auto Passes in multiple cities.
- (6) The Ola Cab Pass/Auto Pass is non-transferable.
- (7) An Ola Cab Pass/ Auto Pass bought after scheduling a Ride and prior to completing a Ride (“**Current Ride**”), shall not be applicable to the Current Ride. It shall be applicable to the Ride taken subsequent to the Current Ride.
- (8) The Ola Cab Pass entitles the user to avail cab Pass Pricing for the Rides completed using Micro, Mini, Prime rides (except Prime SUV), subject to the Maximum Permissible Distance. The Cab 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>.
- (9) The Ola Auto Pass entitles the user to avail Auto Pass Pricing for the Rides completed using auto, subject to the Maximum Permissible Distance. The Auto 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>.
- (10) Standard rates of the relevant Ola Micro category for Micro Rides, Ola Mini category for Mini Rides, Ola Prime category for Prime Rides and Ola Auto category for Auto Rides, taken by the user who has an active Ola Cab Pass/Auto Pass, shall become applicable once the user covers a distance greater than the Maximum Permissible Distance. The applicability of the standard rates of the ride category shall be subject to the type of Ola Cab Pass/Auto 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 Pass Pricing applicable up to the Maximum Permissible Distance (“**Additional Fare**”).
- (11) Peak pricing/surge pricing/demand based pricing/lean pricing shall be made applicable where required on the Additional Fare.
- (12) Toll charges, convenience fees, hub charges, parking charges shall be over and above the Pass Pricing and shall be added to the Pass Pricing to generate the total bill/fare/payable. Pass pricing is inclusive of tax.
- (13) Prime play convenience charges shall be over and above the Pass Pricing on Prime Play category and shall be added to the Pass Pricing to generate the total bill/fare/payable.
- (14) Ola Cab Pass/Auto Pass shall not be applicable to any Rides booked under the “Ride Later” category.
- (15) The user cannot himself/herself choose to apply the Pass Pricing on a Ride. If the Ride is eligible for Pass Pricing, the same shall be applied automatically.
- (16) The Ola Cab Pass/Auto Pass facility may not always be available for airport Rides. The availability of the Pass Pricing for airport Rides may differ based on the city of operation and shall be reflected accordingly on the App.

- (17) The Ola Cab Pass/Auto Pass shall not be available on corporate rides. However, Corporate account holders can avail pass benefits on personal rides.
- (18) In order to avail the facility of the Ola Cabs Pass/Auto Pass purchased from any other platform / application other than that of Ola's, such person will have to have an account on the App.
- (19) The Ola Cab Pass/Auto Pass does not in any way guarantee the availability of any trips.
- (20) The Ola Cab Pass / Auto Pass in the electronic/virtual form shall become active on purchase and the User shall not have the option to deactivate the Ola Cab Pass/Auto Pass for any Ola cab/auto Ride during the validity of the Ola Cab Pass/Auto Pass. However, in case the fare for a particular Ride is lower than the cab/auto Pass Pricing, then the Ride shall automatically apply the lower fare.
- (21) The Ola Cab Pass/Auto Pass shall be valid for a period mentioned on the pass on the app/Site and shall become inactive at midnight (24:00 hours) on the last day from the date of purchase of the Ola Cab Pass/Auto Pass.
- (22) The user shall be eligible to purchase a new Ola Cab Pass/Auto Pass upon nearing the completion of the term of validity of his existing Ola Cab Pass/Auto Pass. For clarity, the eligibility to purchase a new Ola Cab Pass/Auto Pass shall be triggered once (a) the user has only 3(three) days of validity left in his current Ola Cab Pass/Auto Pass, and/or (b) has only 1 (one) Ride left in his current Ola Cab Pass/Auto Pass. For clarity, the new Ola Cab Pass/Auto Pass shall become active and operative only upon the deactivation and exhaustion of the existing Ola Cab/Auto Pass. Further, the term of validity for the new Ola Cab Pass/Auto Pass shall commence from the date of activation of the new Ola Cab Pass/auto Pass and not from the date of purchase of the new Ola Cab Pass/Auto Pass.
- (23) 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 Cab Pass/Auto Pass facility. These Ola Cab Pass/Auto Pass terms and conditions shall be applicable to the users in addition to the general terms and conditions applicable to Ola, and in case of any conflict between the Ola Cabs Pass/Auto Pass terms and conditions and the Ola terms and conditions, these Ola Cab Pass/Auto Pass terms and conditions shall supersede.
- (24) Ola reserves the right to immediately suspend or terminate the use of any Ola Cab Pass/Auto 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 Ola Cab Pass/Auto 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.
- (25) The user may cancel the purchase of an Ola Cab Pass/Auto Pass within seven (7) days from the date of purchase of the Ola Cab Pass/Auto Pass subject to the condition that no Rides have been completed using the Pass Pricing during such period.
- (26) A user may not cancel more than ten (10) Ola Cabs Pass/Auto Passes across different cities in a given month, (30 days). The calculation of the 30 (thirty) day tenure shall commence from the date of cancellation of the first such Ola Cab Pass/ Auto Pass.
- (27) In the event of a successful cancellation of an Ola Cab Pass/Auto Pass by a user, the fee for the Ola Cab Pass/Auto Pass shall be refunded to the Wallet Account of the User, as applicable. The amount refunded will be the amount that the user purchased the pass for, which may or may not be the price that is displayed on the Ola Cabs Pass/Auto Pass.
- (28) A user who is an active member of "Ola select" cannot avail or purchase an Ola Cab Pass until his select membership is cancelled or exhausted.
- (29) By availing the Auto Renewal facility, the user shall authorize Ola to send payment/debit instructions to Zipcash Card Services Private Limited to debit an amount equal to the Ola Pass

Pricing from the user's Wallet Account, to process the payment for Ola towards renewal of the Auto Pass during the Auto Renewal Term. Auto Renewal shall be initiated when the Ola Cab Pass/Auto Pass is going to expire or after its expiry. The user shall be intimated of the success or failure of the Auto Renewal via email. The User may choose to turn off the Auto Renewal option on the App. As a process, by default, after every purchase of an Ola Cab Pass/Auto Pass, Auto Renewal shall be turned on.

- (30) These Terms and Conditions shall supersede any other terms and conditions, on any other platform/application used by the user to purchase the Ola Cabs Pass/Auto Pass.
- (31) In addition to any other terms provided under these Terms and Conditions, Ola may, at any time, deactivate the Ola Cab Pass/Auto Pass, including for the purpose of ensuring compliance with applicable laws or any order of any regulatory, statutory or other authority. Where the Ola Cab Pass/Auto 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 Cab Pass/Auto 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 Cab Pass/Auto Pass has been utilized by the user.
- (32) 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 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.
- (33) Words capitalized and not defined herein shall have the meaning assigned to them in the terms and conditions of Ola available on the Site