

Ola Select - Terms and Conditions

Last updated on November 8, 2017

Ola Select is operated and provided to You by ANI Technologies Private Limited.

These terms and conditions ("User Terms" or "T&Cs") apply to Your visit to and use of the Ola Select feature on the Site whether through a computer or a mobile phone, as well as to all information, recommendations and or services provided to You on or through the Ola Select feature on the Site, the Service and the Application. This document is an electronic record in terms of the Information Technology Act, 2000 and rules 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. By clicking on the "I ACCEPT" button, You are consenting to be bound by these User Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE USER TERMS BEFORE YOU USE OLA SELECT ON THE SITE. If You do not accept any of the User Terms, then please do not use Ola Select on the Site or avail any of the services being provided therein. YOUR AGREEMENT TO THESE USER TERMS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND OLA IN RESPECT OF THE USE OF THE SERVICES OF OLA SELECT ON THE SITE.

1. DEFINITIONS

All of the defined and capitalized terms in these T&Cs will have the meaning assigned to them hereinbelow:

- "Account" shall mean the account created by the Customer on the Application for availing the Services provided by Ola.
- "Applicable Laws" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of India.
- "Application" shall mean the mobile application "Ola" updated by Ola from time to time.
- "City of Operation" shall mean a city in which the Customers and TPSPs avail and render the transportation services respectively. For clarity, the services rendered by the TPSPs and availed by the Customers shall be in the same city.
- "Customer/ You" means a person who has an Account on the Site/Application.
- "Driver" shall mean and include such individuals as may be evaluated, appointed and trained by an operator associated with Us to provide the transportation services and persons who own the Vehicles and who have necessary city taxi permits and licenses to provide transportation services within the City of Operation.
- "E-Wallet" shall mean a pre-paid payment instrument, which can be used to make payments.
- "Force Majeure Event" shall mean any event arising due to any cause beyond the control of Ola.
- "Ola" or "us" or "Our" shall mean ANI Technologies Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its corporate office at 4th Floor, Cherry Hills, Embassy Golf Links, Domlur, Bangalore-71, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates and permitted assigns.
- "Ola Select" shall mean the functionality available on the Site enabling access to Ola Select Services.

- "Ola Select Plan" shall mean the Ola Select subscription plans, which has the list of Ola Select Services available at <https://help.olacabs.com/support/201031645/mainsection>.
- "Ola Select Account" shall mean the account created for the Customer by Ola subject to Clause 3.
- "Ola Select Plan for X Rides" shall mean the plan available for selective Customers, under a specific engagement between Ola and any third party, which may include benefits to Customers who hold a particular credit/debit card of a particular bank who has partnered with Ola, details of which are available at <https://help.olacabs.com/support/201031645/mainsection>.
- "Ola Select Services" shall mean additional benefits and/or services granted to Ola Select Account holders in terms of Clause 5.
- "Registration Data" shall mean and may include the present, valid, true and accurate name, email ID, phone number and such other information as may be required by Ola from the Customer from time to time for registration on the Application.
- "Service(s)" shall mean the facilitation of transportation service by Ola through the Application or via a telephone request at the call centre of Ola, or booking on the Site, within the City of Operation, as elaborated in Clause 4.
- "Site" shall mean the Application and the website operated by Ola or any other software that enables the use of the Application or such other URL as may be specifically provided by Ola.
- "Subscription Fee" shall mean the fee payable by Customers to Ola for creation of an Ola Select Account and accessing Ola Select Services during the Subscription Term.
- "T&Cs" and "User Terms" shall mean these Customer terms and conditions.
- "TPSP" shall mean a Driver and/or an operator associated with us, offering the service of transporting Customers within the City of Operation as requested by the Customer on the Application.
- "Vehicle" shall mean a motorcar or motor cab as defined under the Motor Vehicles Act, 1988.

2. ELIGIBILITY

You will be "Eligible" to use Ola Select only when You fulfill all of the following conditions:

1. You have attained at least 18 (eighteen) years of age.
2. You are competent to enter into a contract under the Applicable Laws.
If You reside in a jurisdiction that restricts the use of Ola Select because of age, or restricts the ability to enter into contracts such as this User Terms due to age, You must abide by such age limits.

3. REGISTRATION AND OLA SELECT ACCOUNT

1. You understand and acknowledge that You can register for Ola Select and create an Ola Select Account only after providing Registration Data and creating an Account and paying the Subscription Fee. The Subscription Fee may be waived for You at the sole and absolute discretion of Ola, or under any arrangement relating to Ola Select Plan for X Rides.
2. Subject to Your compliance with these User Terms, Ola grants You a limited nonexclusive, non-transferable license to use Ola Select solely for Your own personal use.
3. You shall be liable for all activities and transactions that occur through Your Ola Select Account, whether initiated by You or any third party. Your Ola Select Account cannot be transferred, assigned or sold to a third party. We shall not be liable for any loss that You may incur as a result of someone else using Your Ola Select Account, either with or without Your knowledge.

4. You hereby represent that you are not registered with the National Do Not Call Registry, and expressly consent to receive communications including promotional content from Us through Your registered phone number and/or e-mail id.
5. We reserve the right to suspend or terminate Your Ola Select Account with immediate effect and for an indefinite period, and take such other measures as We deem fit, if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Ola Select Account has been compromised in any way, or for any other reason We may find just or equitable.
6. Except for the Registration Data or any other data submitted by You during the use of Ola Select through Site ("**Permitted Information**"), Ola does not want You to, and You should not, send any confidential or proprietary information to Ola on the Site or otherwise, unless otherwise is required by Applicable Laws. In accepting these User Terms You agree that any information or materials that You or individuals acting on Your behalf provide to Ola other than the Permitted Information will not be considered confidential or proprietary. Ola will use the Permitted Information in accordance with the Privacy Policy posted on the Site.
7. In case, You are unable to access Your Ola Select Account, please inform Us at support@olacabs.com and make a written request for blocking Your Ola Select Account. We will not be liable for any unauthorized transactions made through Your Ola Select Account prior to the expiry of 72 (seventy two) hours after You have made a request in writing for blocking Your Ola Select Account, and Ola shall not have any liability in case of any Force Majeure Event.

4. SERVICES

Ola offers information and a means to obtain transportation services offered by the TPSP, which may be requested through phone, via call center, Site, the use of Application or through any other channel made available by Ola for 'booking' purposes. All services provided by Ola to You by means of Your use of the booking channel, for booking purposes, are hereinafter referred to as the "Service". The Service allows You to send a request through Ola to a TPSP on the Ola network. Once a TPSP is identified as available, Ola, notifies You and provides information regarding the TPSP - including Driver name, Vehicle license number, and telephone contact details of the TPSP. Ola shall procure reasonable efforts to bring You into contact with a TPSP in order to obtain transportation service, subject to the availability of TPSP in or around Your location at the moment of Your request for such services. The Services may be availed by You subject to the applicable terms and conditions available on www.olacabs.com ("General T&Cs"). In case of any conflict between these User Terms and the General T&Cs in relation to the Services, the General T&Cs shall prevail.

5. OLA SELECT SERVICES

1. The creation of an Ola Select Account shall make You eligible for benefits and/or services from Ola in furtherance of the enhancement of Your experience of the Service/(s).
2. The full list and conditions of benefits and/or services of Ola Select Plan and the Ola Select Plan for X Rides are available at <https://help.olacabs.com/support/201031645/mainsection>, which is subject to these User Terms. Ola may at its sole discretion determine the benefits and/or services available to You.
3. The benefits and/or services may be provided to You by third party service providers. Ola shall not be liable for the services of third party service providers or any part thereof or the availability of such services or any act or omission of third party service providers.

6. PAYMENT

1. Subject to clause 3.1, an Ola Select Account may be created only after payment of the Subscription Fee. The Subscription Fee, if any, shall be payable using the E-wallet available on the Application.
2. The usage of the E-wallet shall be subject to the terms and conditions of the third party payment processor providing the E-wallet service on the Application.
3. Any payment related issue, except when such issue is due to an error or fault in the Site or Application, shall be resolved between You and the payment processor.
4. Ola shall not be responsible for any unauthorized use of Your E-Wallet.
5. The Subscription Fee may be payable by You at Your option for a period of 1 (one) month or 2 (two) months or 3 (three) months or for such term as may be available on the Site ("**Subscription Term**").
6. The Subscription Fee, if any paid by You, may be refunded to You at Your request within 7 (seven) days from the initiation of such request by You. Only one refund request may be raised in a calendar month.

7. CUSTOMER RELATIONSHIP MANAGEMENT

All issues, opinions, suggestions, questions and feedback while availing Ola Select Services may be communicated to us through email address mentioned on the Site or Application. Ola shall endeavor to respond to Your issues within 7 (seven) working days of Your reporting the same and endeavor to resolve it at the earliest. It is hereby clarified that issues are resolved on severity basis, and certain issues may be resolved earlier than the others. However, Ola shall not be liable for any damages or losses in the event You are not satisfied with any such resolution.

8. FORCE MAJEURE

We shall not be liable for any failure to perform any obligations under these User Terms, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case Our obligations under these User Terms shall be suspended for so long as the Force Majeure Event continues.

9. INDEMNIFICATION

By accepting these User Terms and using the Service/ Ola Select Services, You agree that You shall defend, indemnify and hold Ola, its affiliates, its licensors, and each of its officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) Your violation or breach of any term of these User Terms or any Applicable Law or regulation, whether or not referenced herein; (b) Your violation of any rights of any third party, or (c) Your use or misuse of the Ola Select Service(s).

10. LIABILITY

1. IN NO EVENT SHALL OLA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF OLA OR ANY OF OLA'S SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

2. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OLA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE USER TERMS OR THE SERVICES/OLA SELECT SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT OF RS. 5000/- (Rupees Five Thousand only).
3. If Applicable Law does not permit the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages or death or personal injury, the scope and duration of such warranty exclusions and the extent of the liability of Ola shall be to the extent permitted under Applicable Law.

11. INTELLECTUAL PROPERTY OWNERSHIP

1. Ola alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to:
 - Ola Select, Ola Select Services and any suggestions, ideas, enhancement requests, feedback, recommendations;
 - text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code; or
 - other information provided by You or any other party relating to the Ola Select and Ola Select Services.

Third party trademarks may appear on Ola Select/Site/ Application and all rights therein are reserved to the registered owners of those trademarks. For use of any third party's intellectual property, You need to get permission directly from the owner of the intellectual property for any use.
2. These User Terms do not constitute a sale and do not convey to You any rights of ownership in or related to Ola Select or Ola Select Service or the Site and/or the Application, or any intellectual property rights owned by Ola. You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by use of the Ola Select Services.
3. You may use information on the Site and/or the Application, Ola Select purposely made available by Us for downloading from or the Site and/or the Application, Ola Select, provided that You:
 - do not remove any proprietary notice language in all copies of such documents and make no modifications to the information;
 - use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or
 - do not make any additional representations or warranties relating to such information.

12. TERM AND TERMINATION

1. The agreement between Ola and You is for the Subscription Term and/or as long as the Ola Select Services are available to You ("Term").
2. The agreement between Ola and You (these User Terms) may not be terminated by You during the Subscription Term.

3. Ola is entitled to suspend/ terminate the agreement at any time and with immediate effect (by disabling Your use of Ola Select, the Site and the Service/Ola Select Service) if You: (a) violate or breach any term of these User Terms, or (b) in the opinion of Ola, misuse the Site/Application or the Ola Select Service. In case of suspension/ termination of Your Account with Ola for any such reason, any Subscription Fees paid by You may stand forfeited in favour of Ola, at the sole discretion of Ola. Additionally, Ola may initiate such other measures as it deems fit.
4. Termination of this agreement will not prejudice accrued rights of either Ola or You.
5. Clauses on *Indemnification, Liability, Intellectual Property Ownership, Term and Termination, Notice and Applicable Law and Dispute Resolution* shall survive the expiry/termination of these User Terms in accordance with their terms.

13. INVALIDITY OF ONE OR MORE PROVISIONS

The invalidity of any term of these User Terms shall not affect the validity of the other provisions of these User Terms. If and to the extent that any provision of these User Terms is invalid, or is unacceptable in the given circumstances, a provision shall apply between the parties instead that is acceptable considering all the circumstances, taking into account the content and the purpose of these User Terms.

14. CONFLICT

In the event of any contradiction or inconsistency between these User Terms and any other agreement executed between You and Ola, the terms of the User Terms shall prevail to the extent relating to this subject matter of Ola Select Services, unless the exception has been expressly agreed to in writing by making reference to the relevant Clause sought to be modified under these User Terms.

15. DISCLAIMER

1. Ola and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Ola Select Service, or Your reliance upon the Ola Select Service or the information contained on the Site and the Application (whether arising from Ola or any other person's negligence or otherwise).
2. Ola and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from the services provided by third party service providers.
3. Ola Select, the Site, Application and all content on Ola Select, the Site and the Application are provided on an "as is" basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge that Your access of Ola Select, the Site and/or Application and availing of Ola Select Services is at Your sole risk, and that You assume full responsibility for Your access and use of Ola Select, the Site and/or Application, and that Ola shall not be liable for any damages/losses of any kind related to Your access and use of Ola Select, the Site and/or Application.
4. All images, audio, video and text in Ola Select, the Site and/or Application are only for illustrative purposes. None of the models, actors or products in the images, if any, is endorsing

the Ola Select Services in any manner. Any resemblance of any matter to anybody or anything is purely unintentional and/or coincidental.

16. MODIFICATION OF THE SERVICE AND USER TERMS

Ola reserves the right, at its sole discretion, to modify or replace any or all of these User Terms. Your continuous use of Ola Select after such modification or replacement shall be deemed to be acceptance of the revised terms by You.

17. NOTICE

1. Ola may give notice by means of a general notice on the Site/ Application, or by electronic mail to Your email address or a message on Your registered mobile number, or by written communication sent by regular mail to Your address on record in Ola's account information.
2. You may contact Ola by electronic mail at Our email address support@olacabs.com and by written communication sent by regular mail to Our address at
ANI Technologies Private Limited
Regent Insignia,
#414, 3rd Floor, 4th Block,
17th Main, 100 Feet Road
Koramangala, Bangalore - 560034
Ph no - 080-67350900

18. ASSIGNMENT

You may not assign Your rights under these User Terms without prior written approval of Ola. Ola can assign its rights under these User Terms to any affiliate/third party.

19. APPLICABLE LAW AND DISPUTE RESOLUTION

These User Terms are subject to the laws of India. Any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site, the Service, Ola Select Services or the Application (collectively, "Disputes") will be subject to the exclusive jurisdiction of courts in Bangalore, India.