

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY. BY USING THIS WEBSITE OR ORDERING SERVICES FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Terms of Service Agreement (the "Agreement") governs your use of this website, www.autoscan-india.com (the "Website"), AutoScan India Pvt. Ltd. ("Business Name") offer of Services for purchase on this Website, or your purchase of services available on this Website. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. AutoScan India Pvt. Ltd. reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. AutoScan India Pvt. Ltd. will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. AutoScan India Pvt. Ltd. encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with AutoScan India Pvt. Ltd. for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website. If you would like to print this Agreement, please click the print button on your browser toolbar.

I. SERVICES

Terms of Offer

This Website offers for sale certain Services (the "Services"). By placing an order for services through this Website, you agree to the terms set forth in this Agreement. Customer Solicitation: Unless you notify our third party call centre reps or direct AutoScan India Pvt. Ltd. sales reps, while they are calling you, of your desire to opt out from further direct company communications and solicitations, you are agreeing to continue to receive further emails and call solicitations AutoScan India Pvt. Ltd. and its designated in house or third party call team(s).

Opt Out Procedure:

We provide 3 easy ways to opt out of from future solicitations.

1. You may use the opt out link found in any email solicitation that you may receive.
2. You may also choose to opt out, via sending your email address to: n.rao@autoscan-india.com/marketing@autoscan-india.com
3. You may send a written remove request to AutoScan India Pvt. Ltd. S.No. 51/3/1, First Floor, DAREKAR HEIGHTS, Opposite Pandit Petrol Pump, Chinchwad – Hinjewadi Road, Village Tathawade, Taluka Mulshi, District Pune. 411033. Proprietary Rights

AutoScan India Pvt. Ltd. has proprietary rights and trade secrets in the Services. You may not copy, reproduce, resell or redistribute any services by AutoScan India Pvt. Ltd. AutoScan India Pvt. Ltd. also has rights to all trademarks and trade dress and specific layouts of this webpage, including calls to action, text placement, images and other information.

Goods & Service Tax.

If you purchase any Services, you will be responsible for paying any applicable Goods & Service Tax.

II. WEBSITE

Content; Intellectual Property; Third Party Links.

In addition to making Services available, this Website also offers information and marketing materials. This Website also offers information, both directly and through indirect links to third-party websites. AutoScan India Pvt. Ltd. does not always create the information offered on this Website; instead the information is often gathered from other sources. To the extent that AutoScan India Pvt. Ltd. does create the content on this Website, such content is protected by intellectual property laws of the India, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on this Website is for personal, non-commercial use. Any links to third-party websites are provided solely as a convenience to you. AutoScan India Pvt. Ltd. AutoScan India Pvt. Ltd. does not endorse the contents on any such third-party websites. AutoScan India Pvt. Ltd. is not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites. If you link to third-party websites, you do so at your own risk. Use of Website; AutoScan India Pvt. Ltd. is not responsible for any damages resulting from use of this website by anyone. You will not use the Website for illegal purposes. You will

- (1) Abide by all applicable local, state, national, and international laws and regulations in your use of the Website (including laws regarding intellectual property),
- (2) Not interfere with or disrupt the use and enjoyment of the Website by other users,
- (3) Not resell material on the Website,
- (4) Not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and
- (5) Not defame, harass, abuse, or disrupt other users of the Website

License

By using this Website, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Website in connection with your normal, non-commercial, use of the Website. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from AutoScan India Pvt. Ltd. or the applicable third party (if third party content is at issue) Posting. By posting, storing, or transmitting any content on the Website, you hereby grant AutoScan India Pvt. Ltd. a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world. AutoScan India Pvt. Ltd. does not have the ability to control the nature of the user-generated content offered through the Website. You are solely responsible for your interactions with other users of the Website and any content you post. AutoScan India Pvt. Ltd. is not liable for any damage or harm resulting from any posts by or interactions between users. The AutoScan India Pvt. Ltd. reserves the right, but has no obligation, to monitor interactions between and among users of the Website and to remove any content The AutoScan India Pvt. Ltd. deems objectionable, in AutoScan India Pvt. Ltd.'s sole discretion.

III. LIMITATION OF LIABILITY

AutoScan India Pvt. Ltd. ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE CONTENT AND SERVICES AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID, LESS HANDLING, FOR SERVICES PURCHASED VIA THE WEBSITE. The AutoScan India Pvt. Ltd. WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM

- (1) THE USE OR THE INABILITY TO USE THE WEBSITE CONTENT OR SERVICES;
- (2) THE COST OF PROCURING SUBSTITUTE SERVICES OR CONTENT;
- (3) ANY SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR
- (4) ANY LOST PROFITS YOU ALLEGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IV. INDEMNIFICATION

You will release, indemnify, defend and hold harmless AutoScan India Pvt. Ltd., and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of

- (1) this Agreement or the breach of your representations and obligations under this Agreement;

- (2) The Website content or your use of the Website content;
- (3) The Services or your use of the Services (including Trial Services);
- (4) Any intellectual property or other proprietary right of any person or entity;
- (5) Your violation of any provision of this Agreement; or
- (6) any information or data you supplied to AutoScan India Pvt. Ltd.

When AutoScan India Pvt. Ltd. is threatened with suit or sued by a third party, AutoScan India Pvt. Ltd. may seek written assurances from you concerning your promise to indemnify AutoScan India Pvt. Ltd.; your failure to provide such assurances may be considered by AutoScan India Pvt. Ltd. to be a material breach of this Agreement. AutoScan India Pvt. Ltd. will have the right to participate in any defence by you of a third- party claim related to your use of any of the Website content or Services, with counsel of AutoScan India Pvt. Ltd. choice at its expense. AutoScan India Pvt. Ltd. will reasonably cooperate in any defence by you of a third-party claim at your request and expense. You will have sole responsibility to defend The AutoScan India Pvt. Ltd. against any claim, but you must receive The AutoScan India Pvt. Ltd. prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Services.

V. PRIVACY

AutoScan India Pvt. Ltd. believes strongly in protecting user privacy and providing you with notice of AutoScan India Pvt. Ltd.'s use of data. Please refer to AutoScan India Pvt. Ltd. privacy policy, incorporated by reference herein that is posted on the Website.

VI. AGREEMENT TO BE BOUND

By using this Website or ordering Services, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

VIII. GENERAL

Force Majeure.

AutoScan India Pvt. Ltd. will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

Cessation of Operation

AutoScan India Pvt. Ltd. may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Services.

Entire Agreement

This Agreement comprises the entire agreement between you and AutoScan India Pvt. Ltd. and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver

The failure of AutoScan India Pvt. Ltd. to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law; Jurisdiction.

This Website originates from the Pune, Maharashtra. This Agreement will be governed by the laws of the State of Maharashtra without regard to its conflict of law principles to the contrary. Neither you nor AutoScan India Pvt. Ltd. will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of Maharashtra. By using this Website or ordering Services, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Statute of Limitation.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Services or this Agreement must be filed within one (1) Year after such claim or cause of action arose or be forever barred. Waiver of Class Action Rights

BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHER IN THE

FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

Termination.

AutoScan India Pvt. Ltd. reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and AutoScan India Pvt. Ltd. may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Services. If your access to the Website is terminated, The AutoScan India Pvt. Ltd. reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until AutoScan India Pvt. Ltd. chooses, in its sole discretion and without advance to you, to terminate it.

Domestic Use.

AutoScan India Pvt. Ltd. makes no representation that the Website or Services are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

Assignment.

You may not assign your rights and obligations under this Agreement to anyone. The AutoScan India Pvt. Ltd. may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you. BY USING THIS WEBSITE OR ORDERING SERVICES FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Online Payments Terms & Conditions.

This online payment system is provided by MERCHANT. The MERCHANT may update these terms from time to time and any changes will be effective immediately on being set out here. Please ensure you are aware of the current terms. The country of domicile for MERCHANT is India. Terms & Conditions: Please read these terms carefully before using the online payment facility. Using the online payment facility on this website indicates that you accept these terms. If you do not accept these terms do not use this facility. All payments are subject to the following conditions:- The description of courses are specific to you (i.e. Programme Name, start and end date etc.) when you log in with your unique password. Normally payment is required in advance (i.e. before you commence your programme). All Fees quoted are in Indian Rupees. The MERCHANT reserves the right to change the fees at any time. Your payment will normally reach the MERCHANT account to which you are making a payment within two working days. We cannot accept liability for a payment not reaching the correct MERCHANT account due to you quoting an incorrect account number or incorrect personal details. Neither can we accept liability if payment is refused or declined by the credit/debit card supplier for any reason. If the card supplier declines payment the MERCHANT is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account. In no event will the MERCHANT be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this

site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

Return Policy of AutoScan India Pvt. Ltd.

SERVICES ARE NON-RETURNABLE. If you have any issues, you can challenge the Invoices within 5 Days of Invoice Submission with confirmation email to marketing@autoscan-india.com.

Invoice Challenging Process & Change/Cancellation Policy

In case of any issues related to the services & the Invoice process, you can raise the concerns on the email through Sales & Marketing Dept on above mentioned email ID within 5 Days of Delivering the Services or 5 days after submission of Invoices.