

SNAPCAR PLATFORM TERMS OF USE

This document is a legally binding agreement which becomes effective upon your acceptance (directly or indirectly in electronic form or by electronic record) and shall govern your use of the services offered through the website [<https://www.Snapcar.com>] and mobile applic Snapcar ation under the name and style of “Snapcar” (hereinafter referred to as the “Platform”).

Background

The Platform is owned and operated by Snapcar, a business entity registered under applicable laws of India, with its principal place of business in the state of Maharashtra (hereinafter referred to as “Snapcar”, “we”, “us” or “our”, which expression shall, unless repugnant to the context, be deemed to include its successors and assigns).

The Platform is a digital marketplace that facilitates communication between independent vehicle owners (“Vendors”) and customers (“Users”) seeking to rent vehicles. Snapcar provides the technological infrastructure to enable this interaction, but it does **not own, operate, manage, control, insure, rent, or lease any vehicles** listed on the Platform. Snapcar is **not a party** to the rental agreement between the Vendor and the User, and bears **no responsibility or liability** for the vehicle condition, driver behavior, contract terms, legal compliance, or disputes.

Snapcar provides a technology interface that enables Vendors (vehicle owners) to list vehicles for rental and Users to book such vehicles for self-drive use. Snapcar:

- Does **not rent, own, manage, operate, or insure** any vehicles listed on the Platform.
- Does **not enter into any rental contracts**; all such contracts are directly between the Vendor and the User. Snapcar is **not a party** to any agreement or liability arising therefrom.
- Operate **subscription-based model**; Snapcar does not charge commission on individual bookings.

This document, together with the Snapcar Vendor Terms & Conditions, Privacy Policy, and any other applicable policies, collectively constitute the “Governing Policies” and shall apply to all Users and Vendors of the Platform.

Please read these Terms of Use carefully before using or registering on the Platform. If you do not agree with any part of these terms, please refrain from using the Platform. Continued use of the Platform shall be deemed as acceptance of the Governing Policies.

Disclaimer: Snapcar is a neutral technology platform facilitating listings and bookings between independent vehicle owners ("Vendors") and Users. Snapcar does not own, lease, operate, insure, or maintain any vehicles. All rentals and commercial terms are agreed directly between Users and Vendors.

1. YOUR ACCOUNT AND REGISTRATION OBLIGATIONS

I. ACCOUNT CREATION, ELIGIBILITY & VERIFICATION

1. Eligibility

- Only Indian residents or legal Indian entities can create accounts.
- Minimum age for Users: 18 years (or as per MV Act for vehicle class).
- Vendors must own or be authorized to lease the vehicle.

2. Registration Requirements

Users must provide:

- Valid government-issued ID (Aadhar, DL, Pan card)
- Mobile number and email (OTP verified)

Vendors must provide:

- PAN Card (individual or business)
- GST Certificate (if applicable)
- Vehicle Registration Certificate (RC)
- Valid Insurance Certificate
- PUC Certificate (if applicable)
- Driving License (if offering doorstep delivery)
- Adhar card
- Bank information

3. Accuracy & Responsibility

- You are solely responsible for the accuracy of the information provided.
- You agree not to share your credentials. If shared, you bear all liabilities.

II. USER CONDUCT AND GENERAL CONDITIONS

You agree **not** to:

1. Upload misleading, false, or unauthorized content (e.g., impersonation, fake RC).
2. Post Vehicles not legally owned or permitted for rental.
3. Use or access the Platform for any unlawful purpose (e.g., money laundering, identity fraud).
4. Introduce malware, bots, spyware, or phishing links.
5. Circumvent or manipulate Platform payment flows.
6. Attempt to collect data from other users through illegal scraping or phishing.
7. Use Snapcar for self-promotion, affiliate marketing, or diverting users to other rental platforms.

Violation may lead to account suspension or legal action.

III. VEHICLE LISTING GUIDELINES (FOR VENDORS)

1. Vendors must ensure that all vehicles listed:
 - Are registered in India
 - Are mechanically sound, clean, and road-legal
 - Have valid RC, Insurance, PUC, and Fitment certificates
 - Do not have pending challans or criminal charges
 2. Vehicles must meet guidelines under:
 - Motor Vehicles Act, 1988
 - CMVR Rules (Central Motor Vehicles Rules)
 - Maharashtra State Transport norms
 3. Vendors are responsible for:
 - Setting their own rental prices and terms
 - Defining late return fees, fuel rules, KM limits, etc.
 - Delivering vehicles as per listing promises
 - Damages, Fasttag, and traffic violation all these handle vendor and user
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IV. BOOKINGS & PAYMENTS

1. Token/Advance Payment

Users pay an advance via the Platform to confirm a booking. This amount is:

- Token or advance amounts paid at the time of booking are collected solely to facilitate transaction initiation. Snapcar does not guarantee vehicle handover or booking success. If the Vendor cancels or defaults, Snapcar may assist with resolution but is not liable to refund such amounts unless governed by the cancellation policy.
- Non-refundable unless trip is canceled within cancellation terms

- Transferred to Vendor after the completing of next trip.

2. Remaining Amount

The balance is paid by the User directly to the Vendor at the time of pickup.

3. Payment Gateway

- All payments on the Platform are processed through third-party RBI-compliant gateways. Snapcar does not store payment information or control transaction processing. Payment failures, double charges, or disputes must be resolved directly with the payment provider.
- Snapcar is not responsible for payment delays, gateway outages, or user error.

VII. CANCELLATION & REFUND POLICY

For Users:

- 100% refund of advance if canceled **before 48 hours** of pickup time, platform fees are non-refundable
- Refunds for cancellations within 48 hours of pickup are not guaranteed and are subject to vendor approval or proof of extenuating circumstances. Platform fees remain non-refundable.
- By confirming a booking, Users acknowledge and accept the cancellation rules stated at the time of booking. Refund eligibility is strictly subject to the stated timelines. Platform fees are non-refundable unless a technical error is proven.
- In case of trip cancellation or failure by the User, token refund is governed by the cancellation policy and vendor discretion.

For Vendors:

- If the Vendor fails to honor a confirmed booking without valid reason, Snapcar may withhold the token amount and reassign it to the User as compensation, after internal review.
- Vendors must honor confirmed bookings. Failure to provide vehicle or late cancellation may result in:
 - Refund of advance to user (borne by vendor)
 - Penalties or suspension from the platform

Account Security

You are responsible for maintaining the confidentiality of your User ID and password. All activities occurring under your credentials are your sole responsibility. You agree to:

- Provide accurate and complete information.
- Not permit unauthorized access to your account.
- Accept liability for actions taken using your account.

You shall not assign or transfer your account credentials to any third party. Any misuse of the account shall render you liable for damages and legal action.

Snapcar reserves the right to suspend or terminate any account in case of suspicious activity or violation of any Governing Policies.

2. USE OF THE PLATFORM

By accessing the Platform, you agree that:

1. You are solely responsible for the content you upload, including listings and documentation.
2. You Transfer your account or access to a third party.
3. You shall not provide false, misleading, incomplete or impersonated information.
4. You shall not use the Platform for illegal purposes, including:
 - Fraud, impersonation, or identity theft
 - Money laundering or gambling
 - Any kind of unlawful and illegal activities
 - Harassment, obscenity, or any form of hate speech.
5. You shall not upload viruses, malware, or harmful code which can harm platform
6. You shall not infringe intellectual property or data privacy rights.
7. You shall not harm or interfere with Snapcar' network or its service providers.
8. You shall not redirect Users to external platforms or solicit business outside of Snapcar.
9. You shall not engage in activities that would damage Snapcar' reputation or affect other users.
10. You agree not to upload vehicle listings that violate Motor Vehicles Act, 1988 or any local/state transportation laws.
11. Any personal data collected or stored by Vendors must be in accordance with Indian data protection laws.
12. Vendor must not List or rent unverified, unsafe, or stolen vehicles and non-commercial vehicles

Violation of these conditions may result in termination of your account and legal action.

3. Vendor and User Responsibilities

a. Vendor Responsibilities

Vendors are solely responsible for:

- Verifying user documents before handing over the vehicle.
- Remind your term and condition to user and clear if user has any doubt
- Ensuring vehicle compliance with legal requirements (RC, insurance, PUC, fitness, Commercial Rental laws etc.).
- Handling damages, fines, accidents, and other post-rental issues.
- Resolving disputes directly with the User.
- Take a Fasttag amount, challan amount, used fuel, trip extension amount from customer(if applicable)
- Ensuring that vehicles listed are legally eligible, roadworthy, and comply with Indian transport regulations. Snapcar does not inspect vehicles and shall not be held responsible for any issues arising from the mechanical, legal, or safety condition of the vehicle.
- Vendors must not list vehicles that are stolen, unregistered, lack self-drive permits, or are otherwise ineligible for commercial self-drive rental use. Violations will result in permanent blacklisting.

b. User Responsibilities

Users must:

- Read terms and conditions carefully mentioned by vendor for car rent.
- User shall accept the terms and conditions of vendor before booking vehicle.
- If user is not satisfied with term and condition of vendor then don't book vehicle.
- Provide authenticated and valid documents to vendor.
- Users must upload timestamped pre-trip photos of the vehicle's exterior, interior, odometer, and fuel level via the Snapcar app prior to vehicle usage. These will serve as the basis for any damage or condition disputes. Failure to upload these may affect Snapcar's ability to assist in dispute resolution.
- Comply with all applicable road laws and rental rules.
- Return the vehicle on time and in proper condition.
- Report damages or issues immediately to the Vendor.

These Terms are intended to protect the interests of all parties and to limit the legal liability of Snapcar as an intermediary under Section 79 of the Information Technology Act, 2000.

4. PAYMENT FACILITY

Snapcar may use third-party payment gateways, aggregators, and verification partners. You agree and acknowledge:

- We do not control these providers and are not responsible for delays or failures on their part.
- Any issues with payment processors must be addressed directly with the respective service provider.

a. Vendor Subscription Model

Vendors must pay a **monthly subscription fee** to maintain visibility on the Platform. There is **no commission per transaction**.

Vendor receive token amount after successful completion of the next trip.

b. User Booking and Payment Flow

- Users pay a **token/advance amount** via the Platform.
- Remaining payment is made directly to the Vendor at pickup.
- Advance is transferred to the Vendor's bank account after successful completion of next trip, after deducting platform charges (if any).

c. Taxes and Compliance

All parties are responsible for compliance with applicable tax laws. Vendors must include applicable GST or other tax obligations in their pricing.

Snapcar does not guarantee the accuracy, timeliness, or success of any payment transaction and shall not be liable for any refund disputes, fraud, or theft during offline payment or vehicle handover.

5. DISCLAIMER OF OWNERSHIP & LIABILITY

Snapcar is **only an intermediary** that facilitates communication and transactions between Vendors and Users. The Platform does **not own or manage** any vehicle.

Snapcar:

- Does not verify the physical condition, roadworthiness, or legality of vehicles.
- Is not responsible for loss, damage, theft, accident, mechanical failure, or misuse of any vehicle.
- Snapcar may offer voluntary dispute resolution services between Users and Vendors; however, it does not arbitrate, enforce, or guarantee outcomes. All legal responsibilities remain between the parties involved.
- Does not provide insurance or legal representation for either party.

- The Platform is provided “as is”, with no warranties regarding uninterrupted operation or error-free performance.
- Snapcar does not guarantee booking volumes or any specific revenue to any Vendor.
- Snapcar is not responsible for accidents, misuse, theft, loss, or third-party misconduct and disputes.
- Your sole remedy for dissatisfaction with the Platform is to discontinue its use.
- By using the Platform, you agree that Snapcar is not responsible for any Vendor default, vehicle malfunction, traffic fines, or contract breach. You are booking at your sole discretion and agree to pursue claims or remedies directly with the Vendor as applicable.

In any event, Snapcar’ liability is limited to the subscription amount paid by the Vendor for the month of dispute.

Users and Vendors agree to resolve all disputes directly among themselves. Snapcar may assist in dispute resolution as a neutral party but does not guarantee resolution or compensation.

6. THIRD-PARTY SERVICES & CONTENT

The Platform may display content or services provided by third parties. Snapcar is not responsible for:

- Accuracy of third-party content.
- Quality, availability, or legal compliance of external links, APIs, or software.
- Loss or harm caused by third-party tools or vendors.

Users must independently evaluate third-party offerings and assume full responsibility for use.

7. INTELLECTUAL PROPERTY

All intellectual property, design, layout, and content on the Platform are either owned by or licensed to Snapcar.

You may not use any Snapcar trademarks, logos, or proprietary materials for commercial or competitive use without explicit written consent.

Any unauthorized copying, redistribution, or publication shall result in immediate suspension and may lead to prosecution under applicable law.

You may not:

- Copy, distribute, or reuse any part of the Platform without written consent.
- Use “Snapcar” branding for promotion, resale, or deceptive association.

- Register similar domain names, logos, or trademarks that imitate the Platform.

If you become aware of any IP infringement, notify Snapcar immediately with all supporting details.

8. INDEMNITY AND LIMITATION OF LIABILITY

You agree to fully indemnify and hold harmless Snapcar, its officers, employees, agents, partners, and affiliates from any claims, damages, liabilities, losses, costs, or expenses arising from:

- Your use of the Platform
- Breach of these Terms or any Governing Policies
- Violation of applicable laws or rights of third parties
- Any damage, injury, or loss caused to other Users or Vendors

Snapcar' total liability, if any, shall not exceed the amount paid by you to Snapcar for the disputed transaction.

Snapcar shall **not be liable** for any indirect, incidental, or consequential damages, including:

- Personal injury or wrongful death
- Loss of profits or data
- Business interruption
- Legal claims made between Users and Vendors

9. DATA PRIVACY

- Snapcar collects and processes data in compliance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.
- User data is stored on secure servers.
- Vendors are responsible for handling user documents and identity information in compliance with Indian data protection laws. Snapcar shall not be held liable for any misuse, leak, or breach caused by Vendor-side negligence.
- Users and Vendors may request deletion of their uploaded documents post-trip, and Snapcar will process such requests within 10 business days unless legally required to retain the same
- Data is not shared with third parties except:
 - Payment gateways
 - Legal or regulatory authorities
 - As required by court orders or government requests

10. GENERAL

These Terms of Use constitute the full agreement between you and Snapcar regarding your use of the Platform.

If any clause is found unenforceable, it shall not affect the validity of the remaining clauses.

Snapcar may assign its rights and obligations without prior notice. You may not transfer your account or responsibilities under these terms without prior written approval.

Any attempt to misrepresent your role, impersonate other users, or use the Platform in violation of Indian laws shall lead to legal prosecution.

11. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of India. All disputes shall be subject to the exclusive jurisdiction of courts located in **Mumbai, Maharashtra**.

12. MODIFICATIONS

Snapcar reserves the right to update or modify these Terms at any time. Updates will be published on the Platform, and your continued use shall constitute acceptance of the revised terms.

We may require explicit acceptance of major changes. Users and Vendors are advised to regularly review the latest Terms.

13. FINAL DECLARATION

By using the Platform, you confirm and declare that:

- You understand Snapcar is only a technology platform, **not a vehicle owner or rental agency**.
- You assume full responsibility for your legal obligations as a Vendor or User.
- You accept all risks associated with offline interactions, vehicle usage, verification, and communication.
- You are solely responsible for ensuring compliance with applicable transport and rental laws.