

ThePriceX Terms & Conditions

TERMS OF SERVICE

OVERVIEW

The PriceX is a platform to help in determining the fair market value of pre-owned vehicles. It is an Advanced Machine Learning pricing engine that suggests the market value of Pre-owned vehicles.

The PriceX uses the historical data from real transactions to suggest a fair valuation for any pre-owned vehicle. Depreciation value, with the help of data science, is also put into the calculation at the time of generating a fair market value for any pre-owned vehicle.

The PriceX serves only one purpose that is, to help our customers, i.e., individual buyers and sellers and corporate organizations, to find out the fair and right market value for their vehicle/vehicles.

This website is operated by Shriram Automall India Limited. Throughout the site, the terms “we”, “us” and “our” refer to Shriram Automall India Limited. Shriram Automall India Limited offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the

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posting of any changes constitutes acceptance of those changes.

SECTION 1 - ELIGIBILITY

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

As a minor, i.e. if you are under 18, you are not eligible to register on our website. Any such action must be guided/approved by your guardian. The PriceX has the right to block/suspend/terminate your account/registration if you do not fall under the eligibility as stated above.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 – PERSONAL INFORMATION

By using the website you agree that you shall be responsible for the privacy and confidentiality of your personal information i.e. Display name and password or any other information managed by you. The activities/actions undertaken by you to avail the services on the website shall be your responsibility.

Any information provided by you, that is found to be incorrect/wrong or misleading, The PriceX has all the rights to suspend/block your account immediately without any prior intimation/communication.

SECTION 3 – REGISTERED USERS

For Registration User must be of sound mind and is of 18 years of age or above, applicants/User are required to fill an online registration form available on the site by providing true, correct, and accurate information, such as name, address, mobile, telephone, and fax number, valid email address, details of the business, etc. along with requisite registration fee (as per fee slab & tenure) during the time of registration. A system-generated password shall be mailed to the Registered User on successful submission of the registration form. The Registered

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User is advised to change the password immediately upon logging into the Site for the first time. To become a Registered User, the User must study: (i) accept the "terms of use" of this Site; (ii) Validate his/her email ID; (iii) provide all the necessary / required documents as per the Know Your Customer (KYC) norms (as detailed hereinbelow).

Know Your Customer (KYC) self-attested documents includes:

- a. PAN Card – Mandatory
- b. Address proof (Any One document out of Passport or Electricity bill or Phone Bill or Ration card)
- c. Identity proof (Any One document out of Passport or Driving License or Adhaar etc)
- d. GST Registered Dealer has to share GSTIN/ Unique Id of the registered recipient.

Within forty-eight (48) hours of validation of KYC documents, our team shall activate the Registered User's account created by the User registering on this Site after completing the Online Registration process, accepting the terms of Use, and providing the KYC documents. Our team shall upon such activation of the Registered User account intimate the Registered User, accordingly.

*Registration fee is non-refundable and not transferable.

** The PriceX reserve sole right to increase or decrease service fee at any time without any prior notice.

*** The PriceX team hold veto to decline registration, without assigning any reason whatsoever to anyone.

SECTION 4 – PAYMENT INFORMATION

All the transactions authorized by you/ under your display name shall be your responsibility. The PriceX shall not be held responsible for any transactional error resulting in incomplete payment.

All payments are to be made, mandatorily in **Indian Rupees**. The PriceX does not accept and therefore shall not be held responsible for any error/decline in transaction followed by any other forms of currency.

SECTION 5 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices. Credit card

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information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express wrote permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 6 – ACCURACY OF PRICE

The price for a pre-owned vehicle shown on the website is clearly and positively for reference purposes. Prices shown on the website may vary subject to the actual condition of the vehicle.

Therefore, we, cannot be held responsible for any information that has nature/ characteristic to change as per the actuals.

SECTION 7 - MODIFICATIONS TO THE SERVICE AND PRICES

The PriceX has the authority to change the service and prices of the service at any point in time without any notice.

We reserve the right to modify or discontinue any service (a part of service) at any point in time without any notice.

We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

SECTION 8 - PRODUCTS OR SERVICES

The PriceX does not make it mandatory to opt for other services i.e. sale of any vehicle from our website. It is up to your/user's choice to opt for our other services i.e. sale of a pre-owned vehicle.

The service purchased by you I.e. under your display name and password, shall not be sold to any other user. If found, we have complete authority to suspend your account, i.e. operated under your username and password, without any notice. We reserve the right not to provide them access to the account.

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SECTION 9 – ACCESS TO THIRD-PARTY

Providing access to a third party is subject to prior approval from us. Any third-party access shall be provided via API integration only. We reserve the right to share the only information that is suitable for our business. We are not bound to provide any information or service that does or does not comply with our business or terms and condition.

SECTION 10 - ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 11 – FEE POLICY

Use of the website is free. We do not charge any fee from the users for browsing the website.

The fee will only be charged for the services opted for by you. It is up to the user's choice to opt for any paid service at any point in time or never.

We do not charge for anything for any other service that is not listed on the website.

SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

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You agree that from time to time we may remove the service for indefinite periods or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Shriram Automall India Limited (SAMIL), our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 13 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless The PriceX and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

SECTION 14 - SEVERABILITY

If any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining

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provisions.

SECTION 15 - TERMINATION

The obligations and liabilities of the parties incurred before the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 16 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 17 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed following the laws of India.

SECTION 18 – ARBITRATION

In the event of any dispute or difference should arise on any matter relating to or arising out of use of ThePriceX site the same shall be referred to the Arbitration of a Sole Arbitrator to be

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appointed by Shriram Automall India Limited (SAMIL) whose decision shall be final and binding upon the Parties. The sole Arbitrator shall conduct the arbitration proceedings in accordance with the Arbitration and Conciliation Act 1996 (as amended up to date) and the place of the Arbitration shall be at New Delhi, the language of the proceedings shall be English only.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at contact@thepricex.com