

TERMS OF USE

Tech Spanner Info Private Limited (“GarageWorks”) is the author and publisher of the internet resource www.garageworks.in and the mobile application ‘GarageWorks’ (together, “Website”). GarageWorks owns and operates the services (“Services”) provided through the Website.

Nature and Applicability of Terms

Please carefully go through these terms and conditions (“Terms”) and the privacy policy available at <https://www.garageworks.in> (“Privacy Policy”) before you decide to access the Website or avail the services made available on the Website by GarageWorks. These Terms and the Privacy Policy together constitute a legal agreement (“Agreement”) between you and GarageWorks in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you whether you are -

- i. A automobile garage or automobile service provider (whether an individual professional or an organization) or similar institution providing automobile related services (“Services”), wishing to be listed, or already listed, on the Website, including designated, authorized associates of such service provider or institutions (“Service Provider(s)”, “you” or “User”); or
- ii. A vehicle owner, his/her representatives or affiliates, booking, purchasing and/or availing services through the Website (“End-User”, “you” or “User”); or
- iii. Otherwise a user of the Website (“you” or “User”).

This Agreement defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, contact us at info@garageworks.in.

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you. By availing any Service, you signify your agreement to this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing. You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable in general and/ or to specific areas of this Website or to particular Service are also considered as part of the Agreement.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services.

Your access to use of the Website and the Services will be solely at the discretion of GarageWorks.

The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

- i. the Indian Contract Act, 1872,
- ii. the (Indian) Information Technology Act, 2000, and
- iii. the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "IG Rules").

Use of Our Service

GarageWorks provides a place for consumers to

- i. learn about automotive repair and service,
- ii. compare and rate Service Providers
- iii. book and transact for services offered by Service Providers

The Services may change from time to time, at the sole discretion of GarageWorks, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time.

GarageWorks grants you permission to use the Service as set forth in this Agreement, provided that: (i) you will not copy, distribute, or disclose any part of the Service in any medium; (ii) you will not alter or modify any part of the Service other than as may be reasonably necessary to use the Service for its intended purpose; and (iii) you will otherwise comply with the terms and conditions of this Agreement.

You do not have to register in order to visit GarageWorks. To access the Services offered, though, including submission of Service Provider reviews and a customized customer profile page, you will need to register with GarageWorks and create a "Member" account. Your account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another Member's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify GarageWorks immediately of any breach of security or unauthorized use of your account. Although GarageWorks will not be liable for your losses caused by any unauthorized use of your account, you shall be liable for the losses of GarageWorks or others due to such unauthorized use.

You may use your Account Settings to control your Member Profile and how GarageWorks, the Service Providers and other Members communicate with you. By providing GarageWorks your contact details that includes your mobile number and email address you consent to us sending you Transaction and Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your contact details to send you other messages, including changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out by

changing the preferences in your Account Settings. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Service in a manner that sends more request messages to the GarageWorks servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser. You agree neither to collect or harvest any personally identifiable information, including account names, from the Service nor to use the communication systems provided by the Service for any commercial solicitation purposes.

User Content

Some areas of the Website may allow Users to post feedback, comments, questions, and other information ("User Content"). Your User Content may include facts, ratings, reviews, or other discrete pieces of information relating to your experiences with or opinions relating to automobile care ("Repair Data"). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, "post") on the Website, and you agree that we are only acting as a platform for the User Content to be shared and reviewed by the Service Provider.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (v) contains any information or content that is illegal; (vi) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (vii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. GarageWorks reserves the right, but is not obligated, to reject and/or remove any User Content that GarageWorks believes, in its sole discretion, violates these provisions.

GarageWorks takes no responsibility and assumes no liability for any User Content that you or any other Users or Service Providers or third parties post or send over the Website. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Website, is solely your responsibility. GarageWorks is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that GarageWorks shall not be liable for any damages you allege to incur as a result of such User Content.

You are solely responsible for your interactions with other GarageWorks Users and Service Providers. We reserve the right, but have no obligation, to monitor disputes between you and other Users or Service Providers.

User / End-User Account and Data Privacy

- i. The terms “personal information” and “sensitive personal data or information” are defined under the Privacy Policy.
- ii. GarageWorks may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of GarageWorks’ services and to build new services.
- iii. The Website allows GarageWorks to have access to registered Users’ personal email or phone number, for communication purpose so as to provide you a better way of availing services on the Website and for obtaining feedback in relation to the Service Providers and the services.
- iv. The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:
 - a. the fact that certain information is being collected;
 - b. the purpose for which the information is being collected;
 - c. the intended recipients of the information;
 - d. the nature of collection and retention of the information; and
 - e. the various rights available to such Users in respect of such information.
- v. It is your responsibility to keep your correct mobile number and email ID updated in the Website. The records will be sent to the account associated with this mobile number and/or email ID. Every time you change any contact information (mobile or email), we will send a confirmation. GarageWorks is not responsible for any loss or inconvenience caused due to your non-updation of your contact details in the Website.

Listing Content and Disseminating Information

- i. **GarageWorks** collects, directly or indirectly, and displays on the Website, relevant information regarding the profile of the Service Providers listed on the Website, such as the Services offered, fees, location, business hours, and similar details. GarageWorks takes reasonable efforts to ensure that such information is updated at frequent intervals. Although GarageWorks screens and vets the information and photos submitted by the Service Providers, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
- ii. The Services provided by GarageWorks or any of its licensors or service providers are provided on an "as is" and “as available” basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). GarageWorks does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. GarageWorks does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, GarageWorks disclaims all liability arising out of the User’s use or reliance upon the Website, the Services, representations and warranties made by other Users, the content

or information provided by the Users on the Website, or any opinion or suggestion given or expressed by GarageWorks or any User in relation to any User or services provided by such User.

- iii. The Website may be linked to the website of third parties, affiliates and business partners. GarageWorks has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that GarageWorks endorses the linked site. User may use the links and these services at User's own risk.
- iv. GarageWorks assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.

Appointment Booking and Interaction with Service Providers

- i. While GarageWorks will try to ensure a confirmed appointment for a End-User who requested an appointment on Website, GarageWorks does not guarantee that the End-User will get a confirmed appointment. Further, GarageWorks has no liability if such appointment is confirmed but later cancelled by Service Providers, or the Service Providers are not available as per the given appointment time.
- ii. GarageWorks provides value added telephonic services which connects Users directly to the Service Providers and the information exchanged between the User and the Service Providers is stored and used in accordance with the Privacy Policy. However, it is at the discretion of the User, to avail the Service. If a User has used the telephony service, GarageWorks reserves the right to share the contact details of the User with the Service Providers contacted.
- iii. GarageWorks is not responsible for any outcome between you and the Service Provider you interact with, pursuant to any interactions on the Website. If you decide to engage with a Service Provider to provide services to you, you do so at your own risk. The results of any search you perform on the Website for Service Providers should not be construed as an endorsement by GarageWorks of any such particular GarageWorks. GarageWorks shall not be responsible for any breach of service or service deficiency by any Service Provider. We cannot assure nor guarantee the ability or intent of the Service Provider(s) to fulfill their obligations towards you.
- iv. While it's GarageWorks' endeavor to provide its User with the best quality of services, without prejudice to the generality of the above, GarageWorks will not be liable for:
 - a. any wrong or inferior quality of service being given by the Service Providers(s), or any technical negligence on part of the Service Providers(s);
 - b. any type of inconvenience suffered by the User due to a failure on the part of the Service Provider to provide agreed services or inappropriate treatment, or similar difficulties;
 - c. any misconduct or inappropriate behavior by the Service Provider or the Service Provider's staff;
 - d. cancellation or rescheduling of booked appointment or any variance in the fees charged;

- e. any eventualities that might occur subsequent to using the services of a Service Provider, whom the User has selected on the basis of the information available on the Website or with whom the User has booked an appointment through the Website.
- v. Further, GarageWorks shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the services provided by another User. All such feedback should be made in accordance with applicable law. The option of Users to give feedback remains at GarageWorks' sole discretion and may be modified or withdrawn at its sole discretion. GarageWorks may moderate such feedback at any time. GarageWorks shall not be obliged to act in any manner to give effect to the content of Users' feedback, such as suggestions for delisting of a particular Service Provider from the Website.
- vi. Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals possessing technical expertise. The provision of such Information is only to assist you with locating appropriate service from a Service Provider.

Submission of Information

- i. Services offered by GarageWorksenable Users to connect with Service Providers by posting automobile related queries on their respective Accounts. GarageWorks allows Service Providers to respond to such queries using a special software application provided to Service Providers by GarageWorks.
- ii. The User hereby grants consent to GarageWorks to transfer the automobile related queries posted by the User to Service Providers for the provision of the services offered by GarageWorks and agrees that any such information provided by the User will be subject to our Privacy Policy.
- iii. The queries posted by the Users are sent to multiple GarageWorks chosen by the Users through a fully automated system.

Content Ownership and Copyright Conditions of the Access

- i. The contents listed on the Website are (i) User generated content, (ii) belong to third parties that GarageWorkshas liaison with or (ii) belong to GarageWorks. The information that is collected by GarageWorks directly or indirectly from the End- Users and the Service Providers shall belong to GarageWorks. Copying of the copyrighted content published by GarageWorks on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and GarageWorks reserves its rights under applicable law accordingly.
- ii. GarageWorks authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "GarageWorks Content"), are the property of GarageWorks or third parties with whom GarageWorks has entered into an agreement with and are protected under copyright, trademark

and other laws. User shall not modify the GarageWorks Content or reproduce, display, publicly perform, distribute, or otherwise use the GarageWorks Content in any way for any public or commercial purpose or for personal gain.

Reviews and Feedback

By using this Website, you agree that any information shared by you with GarageWorks or with any Service Provider will be subject to our Privacy Policy.

You are solely responsible for the content that you choose to submit for publication on the Website, including any feedback, ratings, or reviews (“Critical Content”) relating to GarageWorks or Service Providers. The role of GarageWorks in publishing Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. GarageWorks disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an ‘intermediary’ under the said Act. GarageWorks shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.

GarageWorks, at its sole discretion, may choose not to publish your reviews and feedback. You agree that GarageWorks may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- Obtaining feedback in relation to Website or GarageWorks’ services; and/or
- Obtaining feedback in relation to any Service Providers listed on the Website; and/or
- Resolving any complaints, information, or queries by Service Providers regarding your Critical Content;

And you agree to provide your fullest co-operation further to such communication by GarageWorks.

Termination

GarageWorks may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability, if, in GarageWorks’ sole determination, you violate any of the Agreement, including the following prohibited actions: (i) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Service; (iv) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (v) interfering with the proper working of the Service; (vi) stealing of intellectual property from the Website, (vii) bypassing the measures we may use to prevent or restrict access to the Service. Upon termination for any reason, you continue to be bound by this Agreement.

Limitation of Liability

In no event, including but not limited to negligence, shall GarageWorks, or any of its directors, officers, employees, agents or content or service providers (collectively, the “Protected Entities”) be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly

or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User's provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

- i. provision of or failure to provide all or any service by Service Providers to End- Users contacted or managed through the Website;
- ii. any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
- iii. any unauthorized access to or alteration of your transmissions or data; or
- iv. any other matter relating to the Website or the Service.

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User's use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

Indemnity

User agrees to indemnify and hold harmless GarageWorks, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from User's access to or use of Service, violation of this Agreement, or infringement, or infringement by any other User of his/her/its account, of any intellectual property or other right of any person or entity. GarageWorks will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

Applicable Law and Dispute Settlement

You agree that this Agreement and any contractual obligation between GarageWorks and User will be governed by the laws of India.

Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by GarageWorks. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

Subject to the above Paragraph, the courts at Mumbai shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

Contact Information

If a User has any questions concerning GarageWorks, the Website, this Agreement, the Services, or anything related to any of the foregoing, GarageWorks customer support can be reached at the following email address info@garageworks.in

Severability

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

Waiver

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by GarageWorks. Any consent by GarageWorks to, or a waiver by GarageWorks of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.