Website's Terms of Use

This website is published by **Ayvens India Private Limited** ("Ayvens India", "we", "us", or "our"), a company incorporated under Companies Act, 1956, registered in Mumbai (India) under Company Registration number U50100MH2005PTC151239, having its registered office at Jolly Board, Tower 1, D-Wing, 4th Floor, I-Think Techno Campus, Kanjurmarg East, Mumbai - 400042, Maharashtra, India. This website is hosted on Ayvens' own servers whose Registered Office is 1-3 Rue Eugène et Armand Peugeot, Corosa, 92500 Rueil-Malmaison, France VAT No: FR81417689395.

This Website is operated by Ayvens India, a member of Ayvens group of companies ("Ayvens Group"). References to "Ayvens India" on this Website shall be construed as references to Ayvens India only, unless expressly stated otherwise. These Terms of Use (the "Terms") governs user's ("you" or "your") access to this website and use of the content offered to you by Ayvens India on this website.

Ayvens India is engaged in the business of providing vehicles on operating lease basis and fleet management services, in India. The information available on this Website is provided for general informational purposes only. Please read these Terms carefully. By accessing, browsing, or using this Website, you acknowledge that you have read, understood and agreed to be bound by these Terms. If you do not agree, please discontinue use of the Website.

Applicability

These Terms apply to all users of the Website, including:

- Customers and prospective customers
- Vendors, suppliers, service providers, and business partners
- Consultants, contractors, and advisors
- Job seekers
- Any other person accessing or using the Website

Any separate written agreement executed with Ayvens India shall prevail over these Terms in case of inconsistency.

Content offered to you on this website

The content offered to you on the website is for the information about the business operations of Ayvens India. Content of the Website does not constitute legal, financial, commercial or professional advice and does not constitute an offer or solicitation by any other member of Ayvens Group. Any engagement with Ayvens India shall be governed solely by a separate written agreement duly executed by authorized representatives.

It is your sole responsibility to satisfy yourself prior to accessing and using the Website in any way that is suitable for your purposes and up to date. The content is periodically updated and/or changed, and

it shall be your sole responsibility to check them regularly to ensure that you are aware of all latest updates and/or changes. Ayvens India reserves the right to update and/or change the Content at any time without making intimation to you and you shall be deemed to have accepted the update and/or changes thereof.

Although we use reasonable endeavor to provide you with accurate content, neither Ayvens India nor any of its suppliers or employees, neither any of its Affiliates nor any ,of their suppliers or employees, make any warranty, expressed or implied, or assume any legal liability (to the extent permitted by law) or responsibility for the suitability, reliability, timeliness, accuracy or completeness of the content.

Access to and use of the content may be restricted for certain people or in certain countries. In this respect, you shall, at all times, ensure that you are legally authorized to access and use the content of this Website.

We shall not be liable for hypertext links established to other sites, particularly as regards the content of those sites. We shall not be liable for any contents of such hypertext links to this site and shall not prohibit anyone from creating such a link without its prior express authorization. You shall also refrain from deep linking to the website for any purpose unless expressly authorized in writing by us.

Permitted Use:

You agree to:

- Use the Website only for lawful purposes;
- Not disrupt, damage, or impair Website functionality or security;
- Not attempt unauthorized access to systems, servers, or data;
- Not uploading or transmit malware, misleading, defamatory, or unlawful content.

Ayvens India reserves the right to suspend or restrict access to the Website at its discretion without any intimation to you.

Territorial Limitation of Services

The products and services described on this Website are available only in jurisdictions where Ayvens India is authorized to operate in accordance with applicable laws. Accessing this Website from jurisdictions where such access or services are restricted is at the user's own risk.

Intellectual Property Rights

All content on Ayvens India Website, including text, graphics, logos, trademarks, designs, layouts, and software, is the exclusive property of Ayvens India or its licensors and is protected under applicable

Intellectual Property Laws. No content may be copied, reproduced, distributed, modified or exploited without prior written consent from Ayvens India.

Information Disclaimer

The content on this Website is provided on an “as is” and “as available” basis and is intended for general information purposes only and is subject to change without notice.

Ayvens India does not warrant:

- The information is accurate, complete or up to date; or
- The Website will be uninterrupted or error-free.

Nothing on this Website constitutes legal, financial, commercial or professional advice.

Amendment to the Terms

Ayvens India reserves the right to:

- Modify, suspend or discontinue any part of the Website; and
- Update or amend these Terms at any time without prior notice.

Ayvens India reserves the right to amend the online Terms at any time. Such amendments shall become ipso-facto effective after being posted on the Website. Continued use of the Website after changes in Terms constitutes acceptance of revised Terms. You should therefore check these Terms each time you access and use the Website.

Vendor and Supplier Information

Any information submitted by vendor, suppliers, or partners through the Website:

- Is provided on a non-binding basis
- Does not guarantee onboarding, engagement, or selection
- May be verified, accepted, or rejected at Ayvens India’s discretion

Submission of information does not create any obligation on Ayvens India.

Third Party Links/ Advertisement

This Website may contain links to third party websites or advertisement(s). Upon clicking on such third-party link or advertisement, you will be redirected to external website belonging to the third party or advertiser. You may at your sole discretion, decide to visit that external website. Ayvens India

does not control or endorse such websites and is not responsible for its content, privacy practices or terms of use, and you may decide accessing third-party websites is at your own risk.

Confidentiality

Any non-public information disclosed on or through the Website shall be treated as confidential and shall not be disclosed or relied upon unless expressly permitted or governed by a separate confidentiality agreement.

Cookie Policy

This Website uses cookies and similar technologies ("Cookies") to ensure Website functionality, enhance user experience, analyze traffic, and improve services.

Where Cookies involve the processing of personal data, such processing is carried out in accordance with the Digital Personal Data Protection Act, 2023 and applicable amendments or rules thereto.

By accessing or continuing to use this Website, you provide free, specific, informed, unconditional, and unambiguous consent to the use of Cookies, except for strictly necessary cookies which are enabled by default. Please refer to our Cookie Policy.

Users have the right to:

- Withdraw consent for non-essential Cookies at any time;
- Manage or disable Cookies through browser or device settings; and
- Request information regarding the processing of personal data through Cookies.

Withdrawal of consent shall not affect the lawfulness of processing carried out prior to such withdrawal. You may note that disabling certain Cookies may affect the functionality and performance of the Website and may not provide best user experience.

Disclaimer

Ayvens India does not guarantee that the Website will function without interruption or errors in functioning. In particular, their operation may be momentarily interrupted without any notice to you due to maintenance, updates, or technical improvements or technical issues or for any reason outside our control. Ayvens India also disclaims all liability for any malfunctioning, impossibility of access, or poor use conditions of the Website notably due to inappropriate equipment, disturbances linked to the internet service provider, to the saturation of the Internet network and for any other reason unrelated to us.

Indemnification and Limitation of Liability

You shall indemnify and hold Ayvens India and any of its affiliates as also their directors, officers, employees and agents (the "**Indemnified Parties**") harmless from and against any claim or any action made by a third party for demand from all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses) and liabilities, whatsoever suffered or incurred directly or indirectly by Indemnified Parties as a result of from access to and use of the Site and/or your breach or non-observance of these Terms.

To the fullest extent permitted under applicable law, Ayvens India shall not be liable for any direct, indirect, incidental, consequential or special damages arising out of or in connection with:

- Use or inability to use this Website or any defects in this Website;
- Reliance on any information contained on the Website;
- Any technical issues, errors or omissions;
- A failure, suspension withdrawal of all or part of the Website at any time.

Privacy and Data Protection

Any personal data collected through this Website shall be processed in accordance with:

- The Digital Personal Data Protection Act, 2023 and its rules
- Ayvens India Privacy Policy, which forms an integral part of these Terms.

Please check our **Privacy Policy** for details.

GENERAL

Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of India. Courts at Mumbai, Maharashtra shall have exclusive jurisdiction.

Severability

These Terms are severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of these Terms.

No Waivers, Agreements or Representations

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated in the Terms, no representations, statements, consents, waivers or other acts or omissions by LeasePlan or any of its Affiliates shall be deemed legally binding on Ayvens India or any of its Affiliates.

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