Terms of Use

THESE WEBSITE TERMS OF USE (“TERMS OF USE”) IS AN ELECTRONIC RECORD AND ELECTRONIC CONTRACT UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THESE TERMS OF USE DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THESE TERMS OF USE IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND CAC (BOTH TERMS DEFINED BELOW). THESE TERMS OF USE WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM OR BY MEANS OF AN ELECTRONIC RECORD) AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND CAC FOR THE USE OF THE WEBSITE AND/OR MOBILE APPLICATION (DEFINED BELOW).

THIS DOCUMENT IS PUBLISHED AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3 (1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 UNDER INFORMATION TECHNOLOGY ACT, 2000 THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR ACCESS OR USAGE OF THE WEBSITE AND/OR MOBILE APPLICATION.

These Terms of Use of the Website located either at “[www.cloudacar.com](http://corporate.cloudacar.org/login/www.cloudacar.com)” or “[cloudacar.org](http://corporate.cloudacar.org/login/cloudacar.org)” and mobile application under the name and style “Cloudacar” (the Website) is between Pay Technologies India Private Limited (hereinafter referred to as "CAC" or 'PTIPL', 'we', 'us', 'our') and the guest users or registered users of the Website (hereinafter referred to as "you" or "your" or "yourself" or "user") describe the terms on which CAC offers you access to the Website and such other services as are incidental and ancillary thereto.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OR REGISTERING ON THE WEBSITE OR ACCESSING ANY MATERIAL, INFORMATION OR SERVICES THROUGH THE WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT USE THE WEBSITE.

SECTION 1- INTRODUCTION

Pay Technologies India Private Limited is a company incorporated under the laws of India, with its registered office at S. No. 183, Capriccio Wakad, Flat-G/103, Pune, Maharashtra – 411027, India and having CIN U72200PN2014PTC150301. We are providing an internet enabled electronic platform covering services for the users/ participants to connect with the other known users or participants for Ridesharing or Carpooling (“Services”). CAC or Website do not provide any transport services. We reserve the right to modify, alter and update the content of these Terms of Use at any time. Changed Terms of Use will be indicated by the "Last updated date" at the top of these Terms of Use. If you do not agree with the amended Terms of Use or part thereof then you should not use or access the Website and you may terminate your use of the Service. Your continued use of the Service will be deemed to constitute your acceptance of the amendment/s in these Terms of Use.
YOU WILL NOT USE CAC OR SERVICES IN ANY MANNER THAT EITHER DIRECTLY OR INDIRECTLY VIOLATES ANY LAW, REGULATION, ORDER OR JUDGMENT APPLICABLE TO YOU, OR THE PROPRIETARY, CONTRACTUAL OR OTHER RIGHTS OF ANYONE. YOU SHALL USE CAC OR SERVICE IN THE MANNER MORE SPECIFICALLY MENTIONED IN THESE TERMS OF USE AS APPEARING IN THE BELOW MENTIONED SECTIONS.

SECTION 2- DEFINITIONS

2.1 "Carpooling" or “Ridesharing” or “Car sharing” means the act of sharing a ride with another known person in a single vehicle and thereby helping environment friendly and sustainable way of travelling and lowering traffic congestion on the roads and polluting emissions in the environment.
2.2 "Car Owner" means a user who arranges to carry the commuters in his/her vehicle registered on the Website.
2.3 "Commuter" means a user who travels with a Car Owner.

SECTION 3- TERMS OF USE

3.1 Eligibility Criteria:

To be eligible to use the Services, the user/ participant must fulfill with all the following criteria:
3.1.1 The user must be over 18 years of age and competent to contract;
3.1.2 The user must be a resident of India;
3.1.3 The user must not be a proclaimed offender or a habitual offender or a criminal or is or was convicted for an offence that is criminal in nature;
3.1.4 The user must successfully register for a user account ("Account"), and truthfully and accurately provide all mandatory information.
3.1.5 The user should only register once and hold only one user account.

CAC reserves the right to refuse access to use the Services offered at the Website to new users or to terminate access granted to existing users at any time without according any reasons for doing so.

3.2 Uses terms:

3.2.1 The Website and the Services are strictly limited to providing Service for Car Owner and Commuter to share car in a private capacity provided they know each other before any ride. The Carpooling should not be done for commercial use or for earning profits or for professional context, sustaining losses as this Service or the Car Pooling is not an award, reward, taxi, rent-a-car or hire-a-car service, hence the cost contribution, if any, received by the car owner cannot be considered as an award, charges, reward or rent. The money received by the car owner may be sufficient just to cover the cost of travelling.
3.2.2 The user hereby understands and agrees that we shall not be responsible or liable to the user (i.e. car owner or the commuter, as the case may be) for:
a. any failure or act or omission of our or any user (i.e. car owner or the commuter, as the case may be);
b. any failure, delay, discontinuance or interruption in the commutation due to any action or inaction of either the car owner or any fellow commuter;
c. any accident or untoward incident caused during the commutation, whether or not such accident or untoward incident has been caused due to any action, inaction, negligence or misconduct of any user;
3.2.3 The user hereby understands, agrees and acknowledges that for the Services to perform in the desired manner it is necessary to share the Personal Information (as defined in Privacy Policy) of the user with the other users or third parties. Notwithstanding anything to the contrary in these Terms of Use or the Privacy policy, the user hereby grants us a non-exclusive, unlimited and unconditional right to disclose and share the user's Personal Information with the other users and third parties in a manner that may be deemed appropriate by us for the purpose of performing the Services in the desired manner.
3.2.4 The user hereby understands, agrees and acknowledges that the payments between the users through any mode of payment including by way of credit card, debit card, internet banking or prepaid cash cards or other prepaid payment instruments are either processed through third party payment gateways or require authorization by the intermediary which process payments. The processing of payments or authorization is solely in accordance with their policies, terms and conditions and we are not in any manner responsible or liable to you or any third party for any delay or failure at their end in processing the payments.
3.2.5 User hereby agrees to be bound by the CAC rules or policies published from time to time on the Website for using the Service and acknowledge that the same shall be an integral part of these Terms of Use.
3.2.6 User also agrees that any information provided to CAC or posted on the Website in connection with any trip, vehicle or Car Sharing will be true, accurate and complete.
3.2.7 User agrees and understands that CAC does not undertake any verification to confirm the accuracy of any information provided by the user on the Website or to a Car Owner or Commuter, as the case maybe. CAC will not be liable to any user or any third party in the event that any information provided by any user is false, incomplete, inaccurate, misleading or fraudulent.
3.2.8 Users are reminded that using the Services and offering trips for hire or reward or in a commercial or professional capacity may invalidate a Car Owner’s insurance and invite adverse legal actions by the road transport authorities. CAC shall not be in for any loss or damage incurred by a user as a result of any or breach by other user of these conditions including where any Car Owner (in breach of these terms) offers Services through the Website in a professional or commercial capacity (thereby potentially invalidating their insurance) and breach of any agreement between the Car Owner and the Commuter. Any offering of trips in violation of the conditions shall be at the sole risk of user and CAC shall have no liability towards users for such violations.
3.2.9 User should complete all the legal formalities and documentation in relation to the vehicle and should carry all those original documents such as Registration Certificate of vehicle, driving license, pollution, comprehensive insurance policy (including third party liability) etc. as required under applicable laws.
3.2.10 CAC does not interfere with trips, destinations or timings. The agreement for car sharing is between the Car Owner and the Commuter.

3.3 User Account and Password:

3.3.1 You are required to register on CAC to be able to access the Services. We may allow you to create your account on the Website through logging in by your third party website user ID and password including that of www.facebook.com, Yahoo Inc., Google Inc., twitter or any other social media website or any other internet service as permitted on the Website.
3.3.2 You will be required to choose a username and password and provide certain Personal or Non-personal Information at the time of registration and other requisite documents and information about the vehicle. You must give us the correct details in all fields requiring your Personal Information, including, without limitation, your name, postal address, email address, telephone number(s) etc. You undertake to update this information and keep it current. Though we may verify or cross check the information provided by you, we are not obliged to do so and we will not be responsible and will not take any responsibility for any outcome or consequence as a result of you providing incorrect information or concealing any relevant information on the Website.
3.3.3 We may, or require you to, verify the correctness of the information anytime, and require for such purpose any further information or documentary proof from you, failing which we reserve the right to suspend or terminate your account permanently.
3.3.4 You understand that it is your duty and responsibility to safeguard the login details and contents of your user account on the website. You undertake that you will not allow to login or login and then allow, any other person to use the Services provided by us from your user account. You understand and agree that we will not be liable to you or any other person for the consequences arising out of misuse of your user account whether intentionally or unintentionally and whether by you or any other person using your user account.
3.3.5 You cannot transfer, lease, license, sell, allow use or gift the rights to use your user account.

3.4 Appropriate conduct and prohibited uses:

3.4.1 If you use a password to access the Service or any portion of it, then you are responsible for maintaining the confidentiality of the password and for restricting access to your device, and you agree to accept responsibility for all the activities that occur with your password. In the event that the confidentiality of your password is compromised in any manner, you will notify us immediately. We reserve the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Website and the Service, including without limitation, terminating your access, changing your password or requesting information to authorize use of the Service. Notwithstanding the above, we may rely on the authority of anyone accessing the Service using your password and in no event we will be held liable to you for any liabilities or damages resulting from or arising out of: (a) any action or inaction of us under this provision, (b) any compromise of the confidentiality of your password, or (c) any unauthorized access to or use of your password.
3.4.2 Links provided in the Service may allow you to leave the Website. The linked sites are neither endorsed by us nor under our control and we shall not be responsible for the contents of any linked site nor any link contained in a linked site. The third party links to CAC shall be governed by the terms of use of the third party sites.
3.4.3 You agree to use the Service only for the purpose that is legal, proper and in accordance with these Terms of Use, any terms displayed or communicated on the CAC and any applicable policies or guidelines.
3.4.4 You hereby understand, agree and acknowledge that you shall not comment, post, transmit, upload, reply, write, remark on CAC or any social networking websites, instant messaging services, short messaging services, multimedia messaging services, Blogs or any such other interactive or communication services, anything that is or prima facie appears to be incorrect, inappropriate, obscene, derogatory or defamative to us or any of our brands or hampers our reputation or reputation of any of our brands or devalues or lowers our esteem in the minds of people.
3.4.5 You agree that when using the Service, You will not: (i) use the Service or CAC for commercial purposes including but not limited to using it as a commercial taxi service; purchase, sell, trade, rent, lease, license, grant a security interest in, or transfer your user account, content, currency, redeemable or irredeemable points, standings, rankings, ratings, or any other attributes appearing in, originating from or associated with the Website; (ii) modify or replace the text, images, or other content of CAC including by (a) changing the order in which the CAC content appear, or (b) modify, replace, obscure, or otherwise hinder the functioning of links to the CAC or third party websites provided elsewhere by us; (iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (iv) upload, post, email or transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of the rights or have the permission of the owner to post such content; (v) use our services or CAC for any illegal or unauthorized purpose; (vi) create user accounts by automated means or under false or fraudulent manner or multiple registration's of yourself; (vii) do or indulge in doing any activity that will violate any law of the land.
3.4.6 You understand and hereby agree and acknowledge that neither we will be responsible and liable to you nor will you hold us responsible and liable for any act/s, inactivity, performance, non-performance, behavior of any other user/participant of the service that, directly or indirectly: (ii) results in enhancing or reducing your right to use the service or encroaches upon your right to use the service; (iii) violates your legal rights in any manner; (iv) is defamatory, threatening or abusive; (v) outrages your modesty; (vi) is against the law of land.

3.4.7 User Obligation: When you use the Website and/or the Services you specifically undertake not to host, display, upload, modify, publish, transmit, update or share any information or content that:

* belongs to another person and to which the user does not have any right to;
* is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another’s privacy, hateful, or racially, ethnicall objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
* harms minors in any way;
* impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
* threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting of any other nation;
* infringes any patent, trademark, copyright or other proprietary rights;
* contain software viruses or any other computer code, files or programs designed to interrupt destroy or limit the functionality of any computer resource;
* deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
* engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);
* attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any CAC server, or to any of the Services offered on or through the Website, by hacking, password mining or any other illegitimate means;
* probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website, including any CAC account not owned by you, to its source, or exploit the Website or Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than your own information, as provided for by the Website;
* disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;
* use the Website or content for any purpose that is unlawful or prohibited by the agreement, or to solicit the performance of any illegal activity or other activity which infringes the rights of CAC or other third parties;
* falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
* violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
* violate any applicable laws or regulations for the time being in force within or outside India;
* violate the terms of the Agreement

3.4.8 User rating: It is optional and recommended that the users rate every other user they take ride with, rating them with grades or leaving a comment about the shared ride. The ratings are of exclusive use of CAC, in order to provide a better service to its users. Ratings can be published on the Website. CAC has the right to use the ratings as a mean of improving the service provided, internally or externally.

SECTION 4- PAYMENTS OF COST CONTRIBUTION

4.1 CAC offers a free service which allows users to contact each other to arrange a car share. CAC service is free of charge. Users accept that given the nature of the Services and the fact that it is free of charge Car Owners and Commuters will have no recourse to CAC for any aspect of the transaction including in relation to cancellation, last minute changes, failure by the Car Owner or the Commuter to turn up or non-payment of the cost contribution in case agreed between the users.

4.2 Cost Contribution from Commuters to Car Owner: In case cost contribution is agreed between Commuter to Car Owner, the same can be paid in such mode as acceptable between the users. In case the same is paid through third party payment gateway or other online or prepaid mode of payment, you agree to provide correct and accurate financial information, such as credit/debit card details to the approved payment gateway or pre-paid payment instrument account details. You shall not use the credit/debit card or pre-paid payment instrument which is not lawfully owned by you, i.e. in any transaction, You must use your own credit/debit card or pre-paid instrument account.

SECTION 5- GRANT OF LICENSE

5.1 You are granted a limited, non-exclusive, non-assignable and non-transferable personal license to access and use the Services in accordance with the terms.
5.2 You cannot transfer, assign, rent, lease or sub-license the limited license granted to you herein whether whole or part of such license.

SECTION 6- OWNERSHIP OF INTELLECTUAL PROPERTY

6.1 All the rights, title and interest in the 'intellectual property' in the Services and CAC shall always be owned by us or our licensors.

6.2 You shall make use of CAC and the Services in accordance with the terms and shall not acquire or attempt to acquire, violate, copy, modify, change, publish, transmit, perform, distribute, display, sell or deal in any way in the rights, title or interest in any intellectual property of us or of any third party, except as provided by applicable law and these Terms of Use.

>6.3 Content Removal. It is our policy to respond to notices of alleged infringement that comply with the respective intellectual property rights protection acts. You agree to comply with the applicable laws or other appropriate process for the removal of content deemed to infringe the rights of third parties.

SECTION 7- PRIVACY POLICY

7.1 For information about our data protection practices, please read our privacy policy. This policy explains how we treat your Personal Information, and protect your privacy when you use the Service. You agree to the use of your data in accordance with our Privacy Policy.

SECTION 8- INDEMNITY

8.1 You agree to hold harmless and indemnify us, and our subsidiaries, affiliates, officers, agents, and employees, advertisers or partners, without limitation, from and against any claims arising from or in any way related to your use of the Service, accessing any information through CAC, violation of any third party rights pertaining to any intellectual property rights or confidential information, violation of these Terms of Use or any other actions connected with use of our Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, we will provide you with written notice of such claim, suit or action.

SECTION 9- DISCLAIMER OF WARRANTIES

9.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

9.1.1 YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OR CLAIMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
9.1.2 WE MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF SERVICE OR INFORMATION AVAILED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN CAC OR SOFTWARE WILL BE CORRECTED.
9.1.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH CAC OR ACCESS TO CAC IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR ACCESS TO CAC.
9.1.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS OF USE.

SECTION 10- LIMITATION OF LIABILITY

10.1 YOU UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE INCLUDING CAC; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR DATA; OR (iii) ANY OTHER MATTER RELATING TO THE SERVICE.

SECTION 11- TERM AND TERMINATION

11.1 Term. The term of this Terms of Use shall commence on the effective date and shall continue in force thereafter, unless terminated as provided herein.
11.2 Termination.
11.2.1 You may terminate this Terms of Use either by not using the Services or at any time by issuing a prior notice of 30 (Thirty) days through an email directed to us at [paytechnologiesindia@gmail.com](http://corporate.cloudacar.org/login/paytechnologiesindia%40gmail.com).
11.2.2 We may terminate this Terms of Use at any time by issuing a prior notice of 3 (Three) days through an email directed to you at your email address registered with us.
11.2.3 We may, forthwith, terminate your access to the Service and CAC at our discretion without prior notice to you if:
(i) We reasonably believe that you have breached any provision of this Terms of Use including any conditions, directives or terms displayed or communicated through CAC; or
(ii) We are required to do so by law (for example, due to change in the law governing the provision of the Service); or
(iii) Providing the Service could create an issue with us in our reasonable good faith judgment; or
(iv) Providing the Service could create a security risk or material technical burden as determined by us in our reasonable good faith judgment; or
(v) You engage in any action that reflects poorly on us or otherwise disparages or devalues our reputation or goodwill.

11.3 Effect of Termination. Upon the termination of this Terms of Use for any reason (a) all the license rights granted to you herein shall terminate forthwith and (b) You shall immediately delete any and all features including data collated by using the Services and CAC.
11.4 Survival. Any provision of this Terms of Use that contemplates performance or observance subject to termination or expiration of this Terms of Use shall survive termination or expiration of this Terms of Use and continue in full force and effect. We shall not be liable to you for damages of any sort resulting solely from terminating this Terms of Use. The user will continue to remain liable for all acts that may have arisen before the termination.

11.5 Remedies. You acknowledge that your breach of service/license restrictions contained herein may cause irreparable harm to us, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which we may be legally entitled, we shall have the right to seek immediate injunctive relief in the event of a breach of such sections by you.

SECTION 12- GENERAL INFORMATION

12.1 Entire Agreement. The Terms of Use and the documents referenced herein constitute the entire agreement between you and us and govern your use of the Service, superseding any prior agreements between you and us. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other services, affiliate services, third-party content or third-party software.

12.2 Choice of Law and Forum. This Agreement and the relationship between you and us shall be governed by the laws of India and you agree to be bound by the courts at Pune, Maharashtra.

12.3 Waiver and Severability of Terms. Our failure to exercise or enforce any right or provision of this Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Terms of Use will remain in full force and effect.

12.4 Force Majeure: If performance of any service or obligation under these Terms of Use or other agreement by CAC is, or of other third parties are, prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of CAC or its third parties performing such services and could not have been prevented by reasonable precautions (each, a "Force Majeure Event"), then CAC shall be excused from such performance to the extent of and during the period of such Force Majeure Event. CAC shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.

12.5 Headings. The section headings in this Terms of Use are for convenience only and have no legal or contractual effect.

12.6 When you use the Website or send emails or other data, information or communication to CAC, you agree and understand that you are communicating with CAC through electronic records and you consent to receive communications via electronic records from CAC periodically and as and when required. CAC will communicate with you by email or by notices on Website or electronic records on the Website or on your mobile number which will be deemed adequate service of notice / electronic record to the maximum extent permitted under any applicable law.

SECTION 13- CAC STATUS

CAC does NOT assure:
i. That the services will satisfy the users’ needs;
ii. That the services will work 24 hours a day, continuously;
iii. That the provided services are error free and completely safe;
iv. That the information provided by other users is authentic and updated;
v. That the gadgets/device used to access CAC’s Services will not suffer any damage.
No arrangement between the users and CAC shall constitute or be deemed to constitute an agency, partnership, joint venture or the like between the users and CAC.

SECTION 14- GRIEVANCE OFFICER

In compliance with Information Technology Act, 2000 and the rules made thereunder, the Grievance Officer of CAC for the purpose of this Terms of Use shall be Mr. Ganesh Das Mohta with email address: [paytechnologiesindia@gmail.com](http://corporate.cloudacar.org/login/paytechnologiesindia%40gmail.com). CAC may change the aforesaid details from time to time under intimation to you.

Privacy Policy

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PLEASE READ THIS PRIVACY POLICY CAREFULLY TO LEARN MORE ABOUT HOW WE COLLECT, USE, STORE, PROCESS, SHARE, TRANSFER, DISCLOSE AND SAFEGUARD THE INFORMATION PROVIDED BY YOU VIA CAC. "CAC" MEANS EITHER THE WEBSITE[WWW.CLOUDACAR.COM](http://corporate.cloudacar.org/login/WWW.CLOUDACAR.COM), “[WWW.CLOUDACAR.ORG](http://corporate.cloudacar.org/login/WWW.CLOUDACAR.ORG)” OR THE MOBILE APPLICATION IN THE NAME AND SYTLE “CLOUDACAR” (HEREINAFTER BOTH WEBSITE AND MOBILE APPLICATION ARE JOINTLY TERMED AS “WEBSITE”). THIS PRIVACY POLICY IS INCORPORATED INTO AND SUBJECT TO THE USER AGREEMENT OR TERMS OF USE OF CAC. BY ACCESSING OR USING CAC YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE PLEASE DO NOT ACCESS OR USE CAC. BY MERE USE OF CAC, YOU EXPRESSLY CONSENT TO OUR USE AND DISCLOSURE OF YOUR PERSONAL AND/ OR NON-PERSONAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY. HENCE YOU HEREBY PROVIDE YOUR UNCONDITIONAL CONSENT OR AGREEMENTS TO CAC AS PROVIDED UNDER SECTION 43A AND SECTION 72A OF INFORMATION TECHNOLOGY ACT, 2000. WHILE OTHER WEBSITES MAY BE DISPLAYED AS LINKS FROM WITHIN CAC, THOSE SITES ARE OWNED AND OPERATED BY OTHERS, AND THEY MAY HAVE DIFFERENT PRIVACY POLICIES. WHEN VISITING OTHER WEBSITES BY LINKING FROM CAC, IF YOU HAVE ANY PRIVACY CONCERNS, WE INSIST YOU TO REVIEW THE PRIVACY POLICY OF THOSE WEBSITES. WE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR CONSEQUENCES ARISING OUT OF YOUR VISITS TO THE THIRD PARTY WEBSITES.

Pay Technologies India Private Limited (hereinafter referred as 'PTIPL', 'we', 'us', 'our', ‘CAC’) is concerned about the privacy of the data and information of the users (whether registered or unregistered). This Privacy Policy may be amended / updated from time to time and hence we suggest that you regularly check this Privacy Policy to apprise yourself of any updates. Your use of the Website will imply your unconditional acceptance of such updates to this Privacy Policy.

1. INFORMATION PROVIDED OR COLLECTED

When you access or use CAC, your following information is collected by us:-

a) Certain personally identifiable information ('Personal Information'), only upon your registration with us. The term Personal Information shall include ‘sensitive personal information or data’ as may be provided under applicable law from time to time and as may be provided by you or collected by CAC from time to time for the purposes as mentioned herein or as permitted under applicable laws.

Personal Information is information collected that can be used to uniquely identify or contact you. Personal Information for the purposes of this Privacy Policy shall include, but not be limited to:
i. Your name, user name along with password;
ii. Your address details, postcodes, employer’s details and email address;
iii. Your telephone number, e-mail address or other contact information;
iv. Your date of birth, gender;
v. Information about your transaction on Website, your ride history, route, your vehicle details and registration document, driving licence, any identification or address proof;
vi. Your financial information such as bank account information or credit card or debit card or other payment instrument details;
vii. IP (Internet Protocol) address;
viii. Identification code of your communication device which you use to access the Website;
ix. any other information that you provide during your registration process, if any, with the Website,.

Such Personal Information may be collected in various ways including but not limited to your:
i. registering as a user on the Website;
ii. accessing Website for the purpose of carpooling, ride sharing in any manner;
iii. availing certain services offered on the Website. Such instances include but are not limited to making an offer, acceptance, participation in any survey or contest, any type of communication with CAC or posting user reviews on Website; or

We may receive Personal Information about you from third parties, such as social media services, commercially available sources and business partners. If you access Website through a social media service or connect a service on Website to a social media service, the information we collect may include your user name associated with that social media service, any information or content the social media service has the right to share with us, such as your profile picture, email address or friends list, and any information you have made public in connection with that social media service. When you access any Website or otherwise deal with CAC through social media services or when you connect any Website to social media services, you are authorizing CAC to collect, store, use and retain such information and content in accordance with this Privacy Policy.

b. Certain non-personally identifiable information ('Non-Personal Information').

CAC may also collect information other than Personal Information from you through the Website when you visit and / or use the Website. Such information may be stored in server logs. This Non-Personal Information would not assist CAC to identify you personally.

This Non-Personal Information may include:
i. your geographic location;
ii. details of your telecom service provider or internet service provider;
iii. the type of browser (Internet Explorer, Firefox, Opera, Google Chrome etc.);
iv. the operating system of your system, device and the Websites you last visited before visiting the Website, cookie information, your activities on the Website; and
v. The duration of your stay on the Website is also stored in the session along with the date and time of your access.

You hereby represent to CAC that the Information you provide to CAC from time to time is and shall be authentic, correct, current and updated and you have all the rights, permissions and consents to provide such information or data to CAC.

2. HOW IS YOUR INFORMATION COLLECTED?

We collect and retain your Personal Information by expressly requesting it from you in the prescribed registration form available on CAC or in such other manner as may be required for you to access or transact on the Website. The prescribed registration form needs to be duly filled by you in order to register yourself for the services provided by us.

We automatically receive and record your non-personal information on our server logs from your browser when you access or visit CAC, even if you do not register with us.

Your information will primarily be stored in electronic form however certain data can also be collected and stored in physical form. We may store, collect, process and use your data in countries other than Republic of India but under compliance with applicable laws. We may enter into agreement with third parties (in or outside of India) to store or process your information or data. These third parties may have their own security standards to safeguard your information or data and we will on commercial reasonable basis require from such third parties to adopt reasonable security standards to safeguard your information / data.

3. HOW IS YOUR INFORMATION USED?

Information collected is used:
(i) to provide our services or other services on the Website;
(ii) to enforce our Terms of Use, policies, monitor user activity such as searches or postings and more effectively manage traffic;
(iii) to provide customer services, manage user accounts, updates and experience;
(iv) to communicate marketing and promotional offers;
(v) to personalize your experience on the Website by presenting advertisements, products and offers tailored to your preferences;
(vi) to provide value added services;
(vii) to respond to legal, judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law;
(viii) to conduct analytical studies on various aspects including user behaviour, user preferences etc.;
(ix) to correct troubleshoot problems;
(x) to do other things as described when we collect the information. Hence CAC collects, uses, stores and processes your information for any purposes as may be permissible under applicable laws (including where the applicable law provides for such collection, usage, storage or processes in accordance with the consent of the user) connected with a function or activity of CAC and shall include the following:

4. HOW IS YOUR INFORMATION SHARED AND DISCLOSED?

We do not sell or rent your Personal Information with third parties except to provide services you've requested or when we have your permission, or under the following circumstances:

* We use other third parties such as a credit/debit card processing company (payment gateway) to bill you for availing services on CAC. When you sign up for these services, we will share those personally identifiable information as necessary for the third party to provide that service, including your name, residence and email address.
* We provide Non-personal Information to interested third-parties for the purpose of understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on CAC.
* We may disclose Personal Information to enforce our policies, respond to claims that a posting or other content violates other’s rights, or to protect anyone’s rights, property or safety.
* We use both your Personal Information and certain Non-personal Information to improve the design, quality, appearance and services of CAC and to create new features, functionality, promotions and services by storing, tracking, and analyzing user preferences and trends.
* We reserve the right to disclose your personally identifiable information when required to do so by law or regulation, or in response to a request from a law enforcement or governmental agency or authority or to establish or exercise our legal rights or defend against legal claims.
* We may share Personal Information if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Terms of Use or policies.
* If we are acquired by or merged with another company, then we will notify you before information about you is transferred and becomes subject to a different privacy policy.
* Any Personal Information posts or comments that you voluntarily disclose on CAC, such as blogs, chats, forums or on comment pages become publicly available. Your account name is displayed to other users when you send and/or post messages through CAC. You should note that any comment or other content that you post or send to CAC becomes a published content and is not considered personally identifiable information and is not subject to this Privacy Policy.

5. CONFIDENTIALITY AND SECURITY

We follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and once we receive it. No method of transmission over the internet, or method of electronic storage, is hundred percent secure. Therefore, while we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security. You may reach us if you have any questions about this by sending us an email at [paytechnologiesindia@gmail.com](http://corporate.cloudacar.org/login/paytechnologiesindia%40gmail.com). Your right to claim damages shall always be limited to the right to claim only statutory damages under Information Technology Act, 2000 and you hereby waive and release CAC from any claim of damages under contract or under tort. If you choose a payment gateway to complete any transaction on Website then your card data may be stored in compliance with industry standards/ recommended data security standard for security of financial information such as the Payment Card Industry Data Security Standard (PCI-DSS). We may provide access to your personal information to our employees, agents, authorised representatives only on a need to know basis to perform their jobs and to serve you better.  Users who use any of the features on CAC agree and accept that they have been fully informed by CAC that the use of features may lead to publication, to all users of CAC, of any Personal Information posted by them while using any specific feature on CAC. Users further agree that the authenticity of, and consequences from the posting by users of any Personal Information of themselves or any other person, are the sole responsibility of the user. Users further agree and accept that the terms of the Privacy Policy will be applicable to the use of all features, existing and new. However, the users agree and accept that confidentiality of information posted on such features has been waived by the users of such features themselves. We strongly discourage posting any information on such features or in any content posted by you that you do not want others to see. If you forget your password, you will be asked to change it to a new one based on authentication process. Notwithstanding anything contained in this Privacy Policy or elsewhere, CAC shall not be held responsible for any loss, damage or misuse of your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below). A "Force Majeure Event" shall mean any event that is beyond the reasonable control of CAC and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer, computer system or computer network,, computer crashes, breach of security and encryption (provided beyond reasonable control of CAC), power or electricity failure or unavailability of adequate power or electricity.  You agree that all Personal Information shall be retained till such time required for the Purpose or required under applicable law, whichever is later. The Non-Personal Information will be retained indefinitely.

6. RETENTION OF INFORMATION

All non-personally identifiable information will be retained indefinitely. 7. MODIFICATIONS, ALTERATIONS OR UPDATION OF YOUR INFORMATION OR DATA For updating, amending or modifying any Personal Information, data provided by you on CAC, you need to communicate us through the communication mode mentioned on CAC or alternatively, you may visit your profile or information page and make the necessary updations, amendments or modifications. We shall not be responsible in any manner whatsoever for updating, amending or modifying any of the information, data provided by you on CAC. We retain Personal Information as permitted by law to resolve disputes and enforce our policies. 8. CONSEQUENCES OF NOT PROVIDING INFORMATION You may choose not to provide us with your personally identifiable information. However, choosing not to provide certain requested information will prevent you from accessing and taking advantage of the services offered by us. 9. EFFECTIVENESS This Privacy Policy is effective as of November 15, 2015. We reserve the right, at any time, to modify, alter, or update this policy, without any prior notice to you and any such modifications, alterations, or updates will be effective upon posting on this Website. In the event we modify this Privacy Policy, your continued use of this Website CAC will signify your acceptance of the modified Privacy Policy. 10. USER DISCRETION AND OPT OUT You agree and acknowledge that you are providing your information out of your free will. You have an option not to provide or permit CAC to collect your information or later on withdraw your consent so provided herein by sending an email to the grievance officer or such other electronic address of the respective CAC entity as may be notified to you. In such case, you should neither visit any Website nor use any services provided by CAC entities nor shall contact CAC. 11. CONTACT INFORMATION & GRIEVANCE OFFICER If you find any discrepancies or have any grievances in relation to the collection, storage, use, disclosure and transfer of your Personal Information under this Privacy Policy or any Terms of Use and other polices, please contact Ganesh Das Mohta, the designated grievance officer under Information Technology Act, 2000 at [paytechnologiesindia@gmail.com](http://corporate.cloudacar.org/login/paytechnologiesindia%40gmail.com). The details of the grievance officer can be changed by us from time to time by updating this Privacy Policy.