

## **TERMS OF USE**

### **1. INTRODUCTION**

Berggruen Car Rentals Private Limited (“Berggruen”) provides this website for your use, subject to these Terms of Use (“Terms”) and all applicable laws and regulations.

By accessing and using this website, you are deemed to have fully and unconditionally accepted these Terms. If you do not accept or agree with these Terms, please do not continue using this website.

### **2. CHANGE INTERMS**

Berggruen reserves the right to revise these Terms and your continued use of this website after such revision of these Terms shall be deemed to constitute your acceptance of the same.

### **3. GENERAL TERMS AND CONDITIONS**

#### **(a) Booking**

You have to give all relevant details as mentioned in the booking form. This would enable Berggruen to confirm the tariff and vehicle for you. Please refer to the RESERVATION Link at the top of this page.

#### **(b) Cancellation Policy.**

The below mentioned procedures will be followed, in case of cancellation after payments made for hiring charges.

- i. If the cancellation is made before the car leaves our office, refund will be made fully after deducting the transaction fee.
- ii. If the cancellation comes in after the car leaves our office, the lowest slab will be charged.

#### **(c) Payment:**

You have to make full payment of all amounts due and payable by you for availing of a car by Credit Card or as per Berggruen Credit Policy at the time of booking.

The payer (credit card holder) for the booking must be the renter / main driver and must present a credit card in the same name at pick up time.

Payment can be made by: Master, Visa and American Express. As certain credit card companies may not be represented in all countries, it is advisable to verify in advance the acceptance of a given card.

Credit cards are accepted to the limits authorised by the credit card company.

(d) Refund

- i. Charges made will be refunded if found wrongly charged and/or charged twice or more.
- ii. The charges will be refunded only against valid cancellation as per cancellation policy.

Berggruen Credit Policy: For further details email at [corporate@drivecarclub.com](mailto:corporate@drivecarclub.com)

(e) License :

You represent that you have a valid license, are of sufficient legal age to rent and drive a car and use this site and to create binding legal obligations for any liability you may incur as a result of the use of this site.

(f) Customer ServiceSlips

- Upon the commencement of the trip, we shall handover a customer service slip to you. You have to be fill the slip and hand it over to the chauffeur of the car.
- Upon the completion of the trip, the chauffeur shall return the slip to you which you shall countersign and return to the chauffeur.

(g) Billing

- The tariffs confirmed to you at the time of reservation will be payable by you for renting our cars.
- We reserve the right to change the tariff at any time without any notice.
- Bookings for cars have to be made at least 24 hours in advance. If the vehicle is required within 24 hours, then kindly contact the Berggruen reservation centre. Please visit the CONTACT US Link for further details.
- Payments have to be made immediately upon making of the booking for the cars.
- In addition to the amounts to be paid by you to us for renting the cars at the time you make the reservation, you shall be liable to pay all additional taxes as applicable at the time of service and use of the car.
- For outstation trips, billing is done as per calendar day basis.

- The time period for computing the commencement and the completion of a trip shall be computed on a 'Garage to Garage basis'.
- All distances for computing the commencement and the completion of a trip shall be computed on a 'Garage to Garage basis'.
- In addition to the amounts payable to us and towards service tax, all amounts payable towards toll entrance fees and parking charges will be charged separately.

#### **4. USAGE**

Berggruen permits you to read, print or download text, data and/ or graphics from this website for your personal and non-commercial use only. Berggruen prohibits you, wholly or in part, from any unauthorised access, reproduction, redistribution, transmission and/ or dealing with any information contained in this website in any other manner, either in whole or in part, failing which it will initiate legal action against you.

Berggruen may require you to become a participant or a member to access some areas and use some functions of this website. When and if you register to become a member or participant, you agree to (a) provide accurate, current and complete information about yourself as prompted by the registration form (including your e-mail address) on this website, and (b) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You hereby, acknowledge that, if any information provided by you is inaccurate, not current, or incomplete, Berggruen reserves the right to terminate your use of this website and related services.

#### **5. INTELLECTUAL PROPERTY**

"Berggruen Car Rentals Pvt. Ltd.", "Car Club", "The 100% Car-Rental Company" and other unregistered and registered service marks, (collectively the "Service Marks") are unregistered and registered service marks of Berggruen. Nothing contained on this website should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any Service Mark displayed on this website without the written permission of Berggruen. Your misuse of the Service Marks displayed on this website, or any other content on this website, except as provided in these Terms, is strictly prohibited. You are also advised that Berggruen will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution. Other product and company names mentioned herein may be the service marks or trademarks of their respective owners.

#### **6. PRIVACY POLICY**

Information submitted on or collected through from this website is subject to Berggruen's Privacy Policy, for details please refer to the PRIVACY POLICY.

## **7. SITE MODIFICATIONS**

This website is subject to periodic update and revision. Berggruen reserves the right, to modify, suspend or discontinue any part of this website at any time, without notice or liability to you or any third party. It also reserves the right to impose limits on certain features and services.

## **8. ELECTRONIC COMMUNICATIONS**

By using this website, you hereby, give your consent for receiving electronic communications and notices from Berggruen. You agree that any notice, agreement, disclosure, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing

## **9. LINKS AND COOKIES**

From time to time, information may be placed on your computer to improve this site and Berggruen's services for you. This information is commonly known as "cookies" and many websites use them. Cookies are pieces of data stored on your computer's hard drive or browser, and not on this website. They typically enable collection of certain information about your computer, including your internet protocol address, your computer's operating system, your browser type and the address of any referring sites.

The use of cookies provides benefits to you, such as eliminating the need for you to enter your password frequently during a session, or where applicable re-enter items you place in a shopping cart from visit to visit if you do not finish a transaction on an earlier visit. By showing how and when our visitors use this site or other Berggruen sites, the use of cookies allows Berggruen to continue to improve them. If you do not wish to receive cookies, or want to be notified of when they are placed, you may set your web browser to do so, if your browser so permits. Please understand that if cookies are turned off, you may not be able to view certain parts of this site that may enhance your visit. Some of our business partners whose content is linked to or from this site may also use cookies. However, we have no access to or control over these cookies.

## **10. TRANSACTIONS THROUGH THIS WEBSITE**

All reservations and transactions made through this website are subject to Berggruen's acceptance. It implies that Berggruen may refuse to accept or may cancel any reservation or transaction, whether or not the same has been confirmed, at its sole discretion and without incurring any liability.

## **11. WARRANTIES**

All content on this website is provided “as is” and without warranties of any kind, either express or implied. Other than those warranties, which under the relevant laws applicable to these terms, are implied by law and are incapable of exclusion, restriction, or modification, Berggruen disclaims any and all warranties or merchantability and fitness for a particular purpose. Neither Berggruen, its affiliated or related entities, nor the providers, nor any person involved in the creation, production, and distribution of this website warrant that the functions contained in this website would be interrupted or error-free, that defects will be corrected, or that the server that makes the content available will be free of viruses or other harmful components. The content that you access on this website is provided solely for your convenience and information only. Berggruen does not warrant or make any representations regarding the results that may be obtained from the use of this website, or as to the reliability, accuracy or currency of any information content, service and/or merchandise acquired pursuant to your use of this website.

## **12. LIMITATION OF LIABILITY**

You hereby, expressly agree that use of this website is at your sole risk.

While every attempt has been made to ascertain the authenticity of the site content, Berggruen is not liable for any kind of damages, losses or action arising directly or indirectly, due to access and/or use of the site content including but not limited to site content based decisions resulting in loss of data, revenue, profits, property, infection by viruses etc.

## **13. DISPUTES**

These Terms of Use shall be governed by and construed in accordance with the laws of India and all disputes arising pursuant to your use of the cars provided by us or these terms shall be subject to courts of Mumbai. By using this website, you consent to the jurisdiction and venue of these courts.

Except where prohibited, you agree that any and all disputes, claims and causes of action directly or indirectly arising out of this website shall be resolved individually, without resort to any form of class action.

## **14. INDEMNITY**

You agree to indemnify, defend and hold harmless Berggruen and its officers, directors, employees, affiliates, agents, licensors and suppliers from and against all losses, expense, damages and costs, including reasonable attorney’s fees, resulting from any violation by you of these Terms. If you misuse this website in any manner whatsoever,

Berggruen reserves the right to take any necessary and appropriate action to prevent the misuse or recover damages resulting from such misuse.

## **15. CONTACT US**

If you require any clarification regarding the above Terms of Use, please contact:

[corporate@drivecarclub.com](mailto:corporate@drivecarclub.com)

## **16. DISCLAIMER**

The use of this website by you is also subject to the Disclaimer, which is also posted on this website.