

Terms and conditions

If you continue to browse and use this Website / Mobile App you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern AIMS ECO CAR CARE LLP relationship with you in relation to this Website / Mobile App. By accessing or using the Website / Mobile App you are deemed to be agreeing to these terms by executing and entering into a legally binding contract with AIMS ECO CAR CARE LLP. The term AIMS ECO CAR CARE or 'us' or 'we' refers to the owner of the Website / Mobile App, AIMS ECO CAR CARE LLP. The term 'you' refers to the user or viewer of our Website / Mobile App who has read, understood and accepted the following terms and conditions. Our services are very diverse; so sometimes additional terms/requirements may apply. Additional terms will be available with the relevant services, and those additional terms become part of your agreement with us if you use those services.

THE USE OF THIS WEBSITE / MOBILE APP IS SUBJECT TO THE FOLLOWING TERMS OF USE: USING THE SITE

To access or use the site, you must be 18 years or older and must be otherwise competent to agree to these terms. You are not allowed to access or use our WEBSITE / MOBILE APP if you are a competitor of ours and/or if we have previously banned you from the Website / Mobile App and/or we have closed your account and/or if you are using/planning to use our Website / Mobile App, directly or indirectly, for any illegal activity. We grant you permission to use the Website / Mobile App subject to the restrictions in these terms. Your use of the site is at your own risk, including the risk that you might be exposed to content that may be offensive, inaccurate, objectionable, or otherwise inappropriate. The Website / Mobile App may be modified, updated, interrupted, suspended or discontinued at any time without giving prior notice and without us incurring any liability. If you have a registered account, you will safeguard your account information and will supervise and be completely responsible for all uses of your account including use by anyone other than you. For doing the same, we will assist you in every manner possible and feasible for us.

You agree to use the data owned by AIMS ECO CAR CARE LLP (as available on the Website / Mobile App or through any other means like API etc.) only for personal purposes and not for any commercial use unless permitted by us, in writing. You agree to the use of your data in accordance with AIMS ECO CAR CARE LLP's Privacy Policy. You agree to receive promotional & transactional communications from AIMS ECO CAR CARE LLP through email or SMS

CONTENT

Our Website / Mobile App allow you to upload, submit, store, send or receive content. You alone are responsible for the content on our Website / Mobile App uploaded, stored, sent to, published, advertised, submitted etc. by you ("Your Content"), and once published, your content cannot always be withdrawn. You assume all risks associated with your content, including anyone's reliance on its quality, accuracy, details, reliability and/or any disclosure by you of information in your content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and

authorize the use of your content as described herein. You shall not imply that your content is in any way sponsored or endorsed by AIMS ECO CAR CARE LLP. When you upload, submit, store, send to or receive content through your use of our services, you give AIMS ECO CAR CARE LLP (and those we work with), a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Website / Mobile App), communicate, publish, publicly display, filter, flag, distribute and/or remove such content.

The rights you grant in this license are for the limited purpose of operating, promoting, and improving our services, and developing new ones. This license may continue even if you stop using our services (for example, for a business listing you have added to AIMS ECO CAR CARE LLP). Some services of AIMS ECO CAR CARE LLP may offer you ways to access and remove content that has been provided for that service. Also, in some of our services, there are terms or settings that narrow the scope of our use of the content submitted in those services. You irrevocably waive and cause to be waived, any claims and assertions of moral rights or attribution with respect to your content against AIMS ECO CAR CARE LLP and its users/customers. You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, defamatory; violates any third-party right including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech, pornography etc.; exploits or otherwise harms minors/any other person; or violates or advocates the violation of any central, state and/or international laws, rules and/or regulations.

PROHIBITED USES OF THE WEBSITE / MOBILE APP

The content and information on the Website / Mobile App (including, but not limited to, price and availability of facilities), as well as the infrastructure used to provide such content and information, is the property of AIMS ECO CAR CARE LLP, intended for use by us, our partners, delivery agencies, vendors and business associates. While you may make limited copies of your bookings, itinerary (and related documents) for services booked through the Website / Mobile App, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell or re-sell any information, software, products, or services obtained from or through the Website / Mobile App. Additionally, you agree to the following:

1. You shall not violate these Terms as well as the AIMS ECO CAR CARE LLP privacy policy;
2. You agree to keep your submission of details relevant to AIMS ECO CAR CARE LLP .Accounts making any speculative, false, or fraudulent reservation/booking requests and placing irrelevant, inappropriate, or promotional content that solicit customers, or spam, may be deleted without notice OR if posted on social media then legal action shall be initiated;
3. AIMS ECO CAR CARE LLP reserves the right to determine if the Website / Mobile App is being misused for any reason, without prior notification. Users agree to comply with these policies at all times. For example, users will not interfere with our services or try to access them using a method other than the interface and the instructions that we provide. Users will not use any robot, spider, site search/retrieval

application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site. You may use our Site only as permitted by law. We may suspend or stop providing our services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

4. You shall not reformat, modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Website / Mobile App or Website / Mobile App content (other than your content), except as expressly authorized by AIMS ECO CAR CARE LLP.

5. If you are writing a review on social media or rating our partners/vendors/business associates, do so based on facts and your own experiences(not a friend's or anyone else's). Please don't exaggerate or falsify your experience. We do not take sides in cases of dispute, so please substantiate your claim with actual proofs where possible. If content posted indicates that reviewer intend to defame us or our partners or falsify their claim, it will be actionable. For example, reviews/comments which mention, "I've never ordered from here and never want to go down that lane because of the horrible service/product!" are obviously deceptive, fake, misleading and not based on the reviewers experience and will be removed. Accepting or soliciting a consideration – monetary or otherwise – in exchange for reviews or photographs is also not acceptable, and could result in removal of your account with us and comprehensive legal action, civil as well as criminal, against you.

6. Foul/abusive/hateful language, threats, and lewdness in your content will not be tolerated. We hate junk and will delete it whenever we see it and wherever possible. This also includes, but is not limited to, derogatory comments based on personal traits (e.g. race, gender, religion, color etc.) or indication of a personal vendetta against a business associate/ partner/vendor and its associates. Please refrain from using inappropriate names, biography, data and/or images in your account/profile. We want to stay clean, and we might end up removing your account depending on how inappropriate your profile is.

Moreover you agree to indemnify and keep indemnified AIMS ECO CAR CARE LLP, its Directors, staff, agents, clients, etc. against any loss which may be caused to or suffered by AIMS ECO CAR CARE LLP because of any action initiated against you or because of your posts.

7. Reverse engineering the Website / Mobile App or any portion of the Website / Mobile App is strictly prohibited.

8. We take the privacy of our associates, partners and customers very seriously. You are not permitted to record, process, or mine information about other users/ account holders of AIMS ECO CAR CARE LLP through any platform or process.

9. Accessing, retrieving or indexing any portion of the Website / Mobile App for purposes of constructing or populating a searchable database of business reviews, for soliciting our Site users/ partners/ vendors/ business associates, for mirroring such information into other Website / Mobile Apps and/or for any other purpose is prohibited.

10. Do not take any action that imposes, or may impose, an unreasonable or disproportionately large load on AIMS ECO CAR CARE LLP technology, infrastructure or otherwise make excessive traffic demands of the Site.

11. You are strictly prohibited from gaining or attempting to gain unauthorized access to the Site, user accounts, accounts of customers/ partners/ vendors/ business associates, computer systems or networks connected to the Website / Mobile App through hacking, password mining and/or any other means. You are also not allowed to use the Website / Mobile App or any Website / Mobile App content to transmit any computer viruses, worms, defects, Trojan horses or other items that may destroy/harm/erase/hack/affect in any other manner the Website / Mobile App and/or any of its contents. Do not use the Website / Mobile App to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site content.

12. Please do not use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Website / Mobile App. Any action that endangers the proper functioning of our Website / Mobile App and causes any inconvenience to our customers will be actionable.

13. Do not post any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other property right of any third-party.

14. AIMS ECO CAR CARE LLP owns a Website / Mobile App and a mobile application with no claims to be a court of law or a ministry. If you have any disputes with our vendors/business associates or if you feel they do not measure up to service standards, we encourage you to contact the appropriate authorities directly. AIMS ECO CAR CARE LLP is not the appropriate platform for reporting illegal activities, physical confrontations and violations. We encourage you to report such accusations/complaints to the concerned authorities rather than being mentioned in reviews. Still going out of the way for our customers we offer customer care as a platform where concerns can be raised by and grievances can be aired with an aim towards resolution. In all these actions, AIMS ECO CAR CARE LLP will serve as a mere facilitator.

15. You shall be solely liable for any damages resulting from any violation of the forgoing restrictions or any other harm resulting from your posting of content to the Website / Mobile App/any media.

16. AIMS ECO CAR CARE LLP or affiliates does not employ any person or group of persons to review our Website / Mobile App or products or services. If any person identifies himself/herself as an official blogger, employee, or associate of AIMS ECO CAR CARE LLP, it is an attempt at misrepresentation. Staff members of AIMS ECO CAR CARE LLP are contractually and ethically forbidden from using their status to do such acts. If you observe any such practice, report it to admin@thecca.com and appropriate action will be taken against such person if evidence can be provided.

17. The content of the pages of this Website / Mobile App is for your general information and use only. It is subject to change from time to time without notice. It shall be your responsibility to check the terms and conditions for updates before placing any order/s or using the Website / Mobile App.

18. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website / Mobile App for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

19. This Website / Mobile App contain material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

20. All trademarks reproduced in this Website / Mobile App which are not the property of, or licensed to, the operator is acknowledged on the Website / Mobile App.

21. Unauthorized use of this Website / Mobile App may give rise to a claim for damages and/or be a criminal offence.

22. From time to time this Website / Mobile App may also include links to other Website / Mobile Apps. These links are provided for your convenience to provide further information. They do not signify that we endorse the Website / Mobile App(s). We have no responsibility for the content of the linked Website / Mobile App(s).

23. You may not create a link to this Website / Mobile App from another Website / Mobile App or document without AIMS ECO CAR CARE LLP's prior written consent.

24. Your use of this Website / Mobile App and any dispute arising out of such use of the Website / Mobile App is subject to the Dispute Resolution Policy.

25. "We as a facilitator, hereby disclaim any liability and declare that we shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on account of the cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time

CONDITIONS RELATING TO THE SERVICE / SALE OF PRODUCT TO YOU

This section deals with conditions relating to the sale of products / Services displayed on the Website / Mobile App to you. Contract when you place an order to purchase a service / product listed on the Website / Mobile App, you will receive an e-mail confirming receipt of your order and containing the details of your order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) / Service(s) ordered. We only accept your offer, and conclude the contract of sale for

service / product ordered by you, when the cleaner is assigned to you or the product is dispatched and an e-mail confirmation is sent to you that the product / Service is confirmed (the "Dispatch Confirmation E-mail"). Please note that even though you transfer money online at the time of placing the order through Website / Mobile App, the same does not conclude a contract per se. Moreover, our role here is that of a facilitator. Transactional SMS will be sent to registered mobile number for order confirmation and order status of order placed on the Website / Mobile App. You confirm that the product(s) / Service ordered by you are purchased for your internal / personal purpose and not for re-sale. You authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the Website / Mobile App. You can cancel your order one day prior to the order date. The money that is paid will remain with us as an advance which will be utilized when you place the next order.

AIMS ECO CAR CARE LLP uses a stringent waterless policy, in no circumstances should be forced to use water while executing the process. It shall be preferred that the car shall be parked in a covered parking all doors the boot area opens comfortably for smooth operations. The cleaner shall take photos of the car before the operations for waterless car cleaning shall begin from interior and exterior in specific angles as per instructions provided by franchisor. The process is completely waterless and does not require any direct source of electricity / power or any other resource from the car owner. The cleaners' kit includes various types of car cleaning liquids and other essential equipment as prescribed by the franchisor. The EXTERIOR of car shall be cleaned first and afterwards the car shall be cleaned from INTERIOR which is as per the waterless car cleaning procedure developed by franchisor. The interior cleaning shall include: - Vacuuming of the floor, Brushing the entire floor, Cleaning of the seat covers with the liquid (for resin seats / leather seats), Seat cleaning with vacuum and brushes (for fabric seats), All intricate surfaces and corners in the car and doors, the boot, the dash board and at last the foot mats shall be cleaned thoroughly and placed at its original place in the car, A branded tag of franchisor shall be placed inside the car as per specific locations,

The car shall be deodorized as per prescribed process by franchisor, as a last step in interior cleaning operations, the foot mat papers of franchisor shall be placed in the front of the car.

In the next step exterior car cleaning, the waterless car wash liquid shall be utilized. All the surfaces of the car shall be cleaned except the underneath of the car and Engine of the car.

The waterless car wash liquid shall be used on all the hard surfaces like the painted metal surface, chrome, fiber, rubber, tires, glasses, etc. for cleaning purpose. A typical panel by panel cleaning process shall be ensured.

The entire waterless car cleaning process shall be executed out manually in 3 simple steps i.e. SPRAY, WIPE, BUFF. Cleaners are not trained to drive your vehicles, in no circumstances you ask the cleaner to drive the vehicle or move the vehicle from one point to other. If in case the cleaner is forced to move the vehicle,

As per our Packages the cleaning of the car would take place i.e.

ECCA LAUNCH

The Car will be cleaned using product on Mondays, Wednesdays and Fridays and on Tuesday, Thursday and Saturday it will be normal cleaning.

ECCA PRIME

The car will be cleaned using product on all days of the month excluding Saturday where a wax cleaning will be given.

ECCA PREMIUM

The car will be cleaned on all days using product except every Tuesday and Saturday where it will be wax cleaning.

AIMS ECO CAR CARE LLP will not be responsible for any damage to the vehicle. You are liable to remove all the valuables or important items from the car before the cleaning starts.

AIMS ECO CAR CARE LLP will not take any responsibility in case of misplacements or loss or damage of the goods. Roof of the car from Inside, Engine bay, under body of the car are not included in the car cleaning process. Seat covers if leather or rexine will be cleaned. Fabric seat covers could not be cleaned with our process.

INCIDENTAL DAMAGE AIMS ECO CAR CARE LLP will not be responsible for any incidental damage that may occur while your vehicle is being cleaned, vacuumed or washed including but not limited to: any damage related to pre-existing conditions (tears, scratches, dents, discoloration, rust, etc.) damage to automated windshield wiper systems, wiper blades rear window wipers, loose trim or exterior moldings, exterior side mirrors, trailer hitch caps, roof racks, antennas, insignias, aftermarket accessories (bug shields, sun visors, spoilers), magnetic signage, running boards, hood ornaments, alloy, chrome or mac wheels, headlights, rear lamps, or reflectors, sunroof, windshield stress crack or pebble crack, spare wheel covers, wheel center caps & stem valves etc.

Nature and Quality of Service / Products

Any complaints or grievances regarding quality of a product / Service has been executed must be raised within 2-3 hours of the execution, through e-mail, mail or fax to Customer Service. AIMS ECO CAR CARE LLP will have full discretion to determine the validity of such a complaint and the nature of its resolution (refund, replacement, etc.). AIMS ECO CAR CARE LLP will be free to use the content of the complaint to conduct enquiries with its affiliates and partners. If it is determined that the claim is false or does not indicate a deficiency in the product or service, AIMS ECO CAR CARE LLP reserves the right to reject the claim.

Taxes

You shall be responsible for payment of all fees/costs/charges associated with the purchase of products / service from us and you agree to bear any and all applicable taxes/ GST, etc. levied thereon.

Alteration or Amendments to the Conditions

We reserve the right to make changes to our policies, and these Conditions at any time. You will be subject to the policies and Conditions in force at the time you place an order through our Website / Mobile App, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply mutatis mutandis to the orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Change in Delivery Address

Requests to change address received by e-mail and/or telephone will only be allowed until such time as the Product/Service are not dispatched or the cleaner is able to serve the order. Please verify the address on the order confirmation e-mail that is sent to your registered e-mail address confirming receipt of your order with us and contact us immediately if there is a discrepancy in the delivery address details.

Refund Policy

AIMS ECO CAR CARE LLP has a very stringent refund policy. If you do not like our product / service then we try and deliver the product / service to you again without charging you any money. Still if you are not satisfied with the delivery of the service then we ensure that the money is refunded back to you with 7 working days

Force Majeure

i. "Force Majeure" means and includes any circumstance beyond the reasonable control of the party hereto, including without limitation, the following: any act of nature or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, the elements, insect/snake bite, casualty, strikes, lock-outs, labor troubles, riots, sabotage, embargo, war (whether or not declared), governmental laws, regulations, orders, or decrees, unavailability of raw material, or seizure. ii. In case the performance of any terms or provisions hereof shall be delayed or prevented because of an event of Force Majeure, We may, suspend performance during the period such cause continues, and no liability shall attach against either party on account thereof. We shall diligently attempt to remove such cause or causes. As soon as any event of Force Majeure is remedied, the parties' respective rights, obligations and performance as set forth in this Agreement shall be immediately reinstated.

DISPUTE RESOLUTION:

All disputes arising out of or in relation to this Agreement or any part thereof shall be referred to a sole arbitrator to be appointed by the parties with mutual consent. If there is a difference and lack of consensus on the nomination of a sole arbitrator, then each Party would nominate their respective arbitrators, and such nominated arbitrators shall nominate a third arbitrator by mutual consent to form a three-member arbitral tribunal. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and rules. The venue of such arbitration will be Pune, Maharashtra India and

the language of the arbitration shall be English. The award of arbitrator shall be binding upon both Parties. The cost of the arbitration will be borne by both the Parties equally.

Governing Law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Pune.