

Terms of Use

I TERMINOLOGY

- i. The "**Company**" "**AutoDirectIndia**" "**We**", "**Us**", "**Our**" shall mean AutoDirect TechSystems India Pvt Ltd, a company incorporated under the Companies Act, 1956 with its registered office at 2, Commerce Centre, Rambaug Colony, Paud Road, Kothrud, Pune-411038
- ii. **AutoDirect Platform** means the Company's B2b e-Distribution platform for Automotive Aftermarket.
- iii. **RetaNic** means a registered Customer of **AutoDirect Platform**.
- iv. **Customer Support Team** shall mean our customer care team which can be contacted at the details given in these Terms of Use.
- v. The **Customer** means; an individual or company who buys products from the **AutoDirect India Techsystems** portal and the **Supplier** whose products are sold on the **Platform**.
- vi. For the purpose of these Terms of Use, wherever the context so requires "**You**" "**Your**" or "**User**" shall mean a community of Customers of the Company. The definition of a User includes representatives of RetaNic also. The domain names www.autodirectindia.com referred to as "**Website**" is owned by the Company. This domain name operate both as a desktop site and also a mobile site. Android App by the name of AutoDirect and iOS App by the name of AutoDirect, are also owned by the Company. All the aforesaid domain name, Apps, etc. shall also be included within the definition of "**Website**".

II GENERAL

- i. Your use of the Website and related services and tools are governed by the following terms and conditions ("Terms of Use") set out herein below including the applicable policies which are incorporated herein. If You transact on the Website or by merely accessing the Website, You shall be contracting with AutoDirect India and will consequently be bound by these Terms of Use.
- ii. All products /services and information displayed on the Website constitute an "invitation to offer". Your order for purchase constitutes Your "offer" and the Company reserves the right to accept or reject Your offer. Our acceptance of offer will take place upon dispatch of the product(s) ordered. No act or omission of the Website prior to the actual dispatch of the product(s) ordered will constitute acceptance of Your offer.
- iii. Except where additional terms and conditions are provided which are product specific, these Terms of Use supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted.

III CUSTOMER REGISTRATION POLICY

- i. Use of the Platform is available only to Customers of AutoDirect India. For becoming a Customer send us an email to support@autodirectindia.com
- ii. Only registered Customers can avail online e-distribution services of AutoDirect India.
- iii. The customer may be requested for copies of valid documents for registration.
- iv. Customer is liable to ensure that his / her login id and password is not disclosed or transferred to any other person and that all online services at the platform are used only for its own business purposes. Billing address will always be the registered Customer address.
- v. You should have a valid active mobile number for registering onto to our platform.

IV ACCOUNT AND RELATED OBLIGATIONS

- i. If you are a first time User, please login using the sign up process on the platform.
- ii. You are solely responsible for maintaining the confidentiality of Your Account and Password and You alone shall be responsible for all activities that occur under Your account and password. The Company shall not be liable to any person for any loss or damage which may arise as a result of any failure by You to protect Your password or account. If You know or suspect that someone else knows Your password you should notify Us by immediately contacting us at support@autodirectindia.com or on phone number **7711859111** The Company cannot be held responsible under any circumstances whatsoever, for any loss suffered by the Customers due to any unauthorized use of the login –id and/or password.
- iii. If AutoDirect India apprehends that there could be a breach of security or misuse of the Website, We may require You to change Your password and/or we may suspend Your account without any liability to AutoDirect India.
- iv. For account setup, You may be required to validate your mobile number via an OTP process. The OTP will be sent to the mobile number registered with the AutoDirect India.

V ELECTRONIC COMMUNICATIONS

- i. You consent to receive communications from us electronically or telephonically. We can communicate with You by e-mail, SMS, App notifications, browser notifications, Voice Calling, chat platforms like Whatsapp, Hike, Jio chat, Wechat, Messenger etc; targeted advertisements basis your personal identifiers on Websites, telephone, or by posting notices on the Website for various purposes including marketing, taking feedbacks of the services or Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically or telephonically shall be legally binding on You.

VI PRICING & AVAILABILITY INFORMATION

While AutoDirect India strives to provide accurate product and pricing information, pricing may be modified by suppliers from time to time. Thus, the price of the product is not considered confirmed until the same is billed. Prices and availability of a product or products are completely subjected to change without any prior notice.

Stock and availability of a product is dynamic. In some instances, when you place an order, we may not be able to fulfill the same due to any of the following reasons:

- i. Stock is no longer available with the manufacturer;
- ii. Stock is damaged;
- iii. Stock is near expiry;
- iv. Stock has a different MRP from the one ordered;
- v. Stock has a freebie associated with it which is different from what is displayed on the Website;
- vi. Stock has been restricted to be sold by government recall order / notification;
- vii. Stocks has been restricted to be sold in certain quantity threshold by a government order / notification;
- viii. Stock has been instructed to be sold at a revised fixed price by a government order / notification; and
- ix. Any other reason.

In such cases, We will get in touch with you for resolution of the issue.

VII CANCELLATION BY THE WEBSITE / COMPANY

Orders placed using any online mode of payment cannot be cancelled once the payment has been approved. We reserve the right to refuse or cancel any order for any reason such as limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or for other problems identified by Us.

The Company may also request Customers for additional verifications or information before accepting any order. Our Customer Support Team will contact You if all or any portion of Your order is cancelled or if additional information such as price revision by suppliers, is required to accept Your order. Refund will only be processed as per the refund policy. We will contact You if Your order is cancelled or modified in any manner or if additional information is required to accept Your order. In case an order is to be cancelled before payment is processed in case of an offline mode of payment (RTGS, Payment at Delivery), please contact our Customer Support Team at **7711859111** between 10:00 am and 6:00 pm, on weekdays.

VIII PAYMENT

Prices of all products indicated are inclusive of applicable taxes, unless stated otherwise.

When You avail any of the payment method(s) available on the Website, the Company will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to any reason whatsoever, including but not limited to the following:

Lack of authorization to use the relevant mode of payment, or

- a. Exceeding the preset limit mutually agreed between Your Bank/s, or
- b. Decline of transaction for any other reason/s.

In such cases, We will get in touch with you for resolution of the issue.

We accept payment in the following ways:

i. **RTGS:**

- a) In case of online payment, it can be transferred into Company's bank account. Once the transfer is complete, We might request you for the Payment Reference Number.

Bank Name:	ICICI Bank
A/c No	649305051440
Branch Address	MIT BRANCH, BANDAL SPACES, PAUD ROAD, PUNE 411038
IFSC Code	ICIC0006493
MICR Code	
Account Holder Name	AUTODIRECT TECHSYSTEMS INDIA PVT LTD

b) **Online Payments:**

Online payment can be made through Debit Cards, Credit Cards or Net banking using the Platform.

- i. It is the responsibility of the Customer to ensure that he/she uses only their own card/bank account or the ones they are authorized for online purchases.
- ii. We accept only Master/Visa/Maestro cards.
- iii. We do not accept American Express or any international cards.
- iv. All online transactions in the Platform are carried out through a secure encrypted connection only.
- v. All online payments are free and carry no additional charges for the user.
- vi. In case of a payment failure, please try again after ensuring Your card number, password, etc. are correct.
- vii. In case Your account has been debited after a payment failure, debited amount will roll back to Your respective account within 7 working days.
- viii. Orders will be serviced only after receipt of confirmation of receipt of payment from the payment gateway.

VIII SHIPPING POLICY

- i. We strive to deliver products purchased from us in good condition and in the fastest possible time. A Customer of AutoDirect India will receive 'Door Step delivery' as the preferred option.

- ii. Door Step Delivery
 - a) We strive to deliver your order within 72 hours (for locations within city municipal limits) and within 4 - 5 working days (for locations beyond city municipal limits), after realization of payment or as per agreed payment terms.
 - b) All deliveries will be done till ground floor only and to the point where the entry of vehicle is permitted.
 - c) Delivery of certain items/orders may take longer than the committed timeframe due to bad weather, transportation delays, political or technical disruptions and any other circumstances beyond our reasonable control. In all such cases, We will not be liable for the delay. However, We assure you that our Customer Support Team will proactively reach out to You and make reasonable endeavor to suitably address the issue related to delay and delivery of your order.
 - d) Shipping charges are borne by us except for express shipping.
 - e) Customer needs to check the billed items against the order at the time of taking delivery of the order. In case of any discrepancy/damage in the orders, Customer is requested to bring it to the attention to our filed sales team and/or Customer Support team within 24 hours from the time of delivery.
 - f) If You wish to return the order delivered to You, it must be in accordance with the return policy.

- iii. In some cases Your order may be delivered to You in parts on different dates and through different modes of deliveries depending upon various factors including our internal processes. We would like to assure You that we will make every attempt to deliver Your product(s) as per Your order. In case we are unable to deliver any of Your order/purchase, we will refund You the payment made towards that item.

IX RETURN & REFUND POLICY

i. 15 Day Return/Replacement:

Any product purchased from our platform can be refunded or exchanged within 15 days from the date of delivery (including the date of delivery) with the following exceptions:

- a) *Any exceptions e.g. lubricants, oils*
- b)
- c) In case of returns, Customer is required to contact our field sales team or contact our customer support team at **7711859111** with original copy of the invoice.
- d) We appreciate you for keeping the following in mind:
- e) Product (s) being returned must be in their original, unused condition, and returned within 15 days of receipt in the original packing.
- f) Original barcodes, tags, labels, and brand packaging should not be tampered with.
- g) Product should not be opened/ tampered with.
- h) Any product You have received free as a part of any promotion or marketing activity along with the order which You are returning must also be returned in original and saleable condition. We will not be able to process the return if we have not received the free product given with that order.
- i) All returns/replacement shall be subject to quality check by Us.

ii. Refund:

If payment has been made through NEFT / RTGS / Cash, Cheque Pick-Up:

All refunds as per the above methods will be paid via RTGS upon submission of clear and legible copies of all of the following documents/information by You if not already submitted during registration.

- a) Scanned copy of Vendor Registration Form;
- b) Scanned copy of cancelled cheque (clearly mentioning Customer name and IFSC code; and
- c) Scanned copy of PAN Card.
- d) Payment Reference Number.

If the payment has been made through Net-banking, Debit card, Credit Card or Wallet (PayTM, Mobikwik etc):

Refund will be initiated within 2 working days, however it may take around 7-10 working days to get credited into Your account from the date of initiation of the refund process. Credit will be made available in the same account through which the payment was made. Working days exclude Saturday, Sunday, National holidays and Bank holidays.

In case you do not get refund even after 10 working days from the date of initiation of the refund process, please contact our Customer Support Team at **7711859111** between 10:00 am and 6:00 pm or on support@autodirectindia.com

X FRAUDULENT /DECLINED TRANSACTIONS

AutoDirect India reserves the unconditional right to recover the cost of products, collection charges and lawyers' fees, if any, from any person using/accessing the Website in a unauthorized or fraudulent manner. AutoDirect India reserves the right to initiate legal proceedings against such persons for fraudulent use of the Website and for any other unlawful acts or acts or omissions in breach of this Terms of Use.

XI SUBSTITUTIONS

At times the product You have ordered on the Websites may not be available. In such a case, AutoDirect India will reach out to You with a suitable substitution. This communication will be done via phone/email or via a standing instruction received from You. Basis Your confirmation, Your order will be accordingly modified. The final invoice will reflect the substituted products. In case You are not happy with the offered substitution, You can opt for a refund which will be processed as per the Refunds policy.

XII YOU AGREE AND CONFIRM

- i. That You will provide appropriate address with landmarks which can help us deliver the products to you. and in the event that a non-delivery/wrong delivery occurs on account of a mistake by You for instance wrong address or any other wrong information provided by You, then in such a case any extra cost incurred by AutoDirect India for collection and/or redelivery shall be claimed from You., Any address entered by You will be deemed to be Your alternative business address. AutoDirect India has no means of verifying all your business addresses and it assumes in good faith that You are requesting delivery of products at a business address and the purchase of the products is for the defined business purposes. **In order to efficiently deliver the order to you, the Website requires you to allow us to capture the coordinates of the location. For the same, You agree to allow the Portal to capture the pinned co-ordinates.**
- ii. That you will use the Website for lawful purposes only and comply with all applicable laws and regulations while browsing the Website and/or transacting on the Website.
- iii. You will provide authentic and true information in all instances where such information is requested from You. The Company/Website reserves the right to confirm and validate the information and other details provided by You at any point of time. If Your details are found

not to be true (wholly or partly), Website has the right to reject the registration and debar You from using the Website and / or other affiliated Websites without prior intimation whatsoever.

- iv. That You shall access the Website and transact at Your sole risk and shall use Your best and prudent judgment before entering into any transaction through the Website.
- v. That before placing an order You will check the product description carefully. By placing an order for a product you agree to be bound by the conditions of sale included in the product's description.
- vi. You may not use the Website, directly or indirectly for any of the following purposes:
 - vii. Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- vi. Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations; or results in any civil and monetary liability for the Company.
- vii. Gaining unauthorized access to the Website or other computer systems.
- viii. Interfering with any other person's use of the Website.
- ix. Interfering or disrupting networks or websites connected to AutoDirect India.
- x. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the Company.
- xi. Manually or electronically via using of bots, spiders or other tools obtain information from the Website for purposes other than the purchase of products.

XIII PICTORIAL REPRESENTATION AND COLORS

All the images shown on the Website, either on the product(s) or on the category(ies) are representative and may differ from the actual product. The Company, in no manner, assures that the images represent the actual part. We make the best of efforts to bring to you a personalized experience of showing the right picture of each product. However, it becomes impossible to gather such a scale of images accurately. There can also be slight variation of images, and/or color of the products from the pictures seen on the Portal. AutoDirect India in no case, will be responsible for the same and such variation can not form the basis of a return or exchange request. At times a product picture may also depict a certain promotion. This promotion will be subject to availability of stocks at supplier end.

XIV MODIFICATION OF TERMS & CONDITIONS OF SERVICE

AutoDirect India may at any time modify the Terms of Use of the Website without any prior notification to You. The terms and Conditions will be updated on a regular basis on the Website. In order to be aware of the terms & conditions all the time, You are requested to review the Terms of Use on the Website. In case you do not agree with the modified Terms of Use, You should discontinue using the Website. If You continue to use the Website You shall be deemed to have agreed to the modified Terms of Use of this Website.

XV GOVERNING LAW AND JURISDICTION

Any interpretation of these Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. In case of any dispute, Courts at Pune shall have the exclusive jurisdiction.

XVI REVIEWS, FEEDBACK, SUBMISSIONS

- i. All reviews, comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to AutoDirect India on or by this Website in connection with Your use of this Website (collectively, the "Comments") shall be and remain the property of AutoDirect India. Such disclosure, submission or offer of any Comments shall constitute an assignment to AutoDirect India of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. The Company is entitled to use, disclose, modify, reproduce, adapt, derive, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.
- ii. **AutoDirect India** shall be under no obligation
 1. to maintain any Comments in confidence;
 2. to compensate for any Comments; or
 3. to respond to any Comments.
- iii. Upon using the website and posting Comments, You agree that You will not violate any third party copyright, trademark, privacy, or other personal and proprietary right(s), and will not, in any way, cause injury, insult to any person or entity. You also agree that under no circumstances, any Comments submitted by You to the Website will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of spam.
- iv. AutoDirect India does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Website. You grant AutoDirect India the right to use the name under which you submit any Comments. You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments You make and You agree to indemnify AutoDirect India and its affiliates for all claims resulting from any Comments you submit. AutoDirect India and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

XVII COPYRIGHT & TRADEMARK

- 1.** AutoDirect India and its suppliers and licensors owns and hereby expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Website. Access to this Website does not confer nor shall not be considered as conferring upon anyone any license to any intellectual property rights. The Website names and logos and all related product and service names, design marks and slogans are the exclusive property of AutoDirect India. All the other marks used by us in the Website are the properties of their respective companies. We do not authorize any one to use any name, logo or mark in any manner. Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by AutoDirect India one of its affiliates or by third parties who have licensed their materials to the Website and are protected by Indian and international copyright laws. **All the images owned by AutoDirect are watermarked to keep their usage restricted to its' specific purpose.**
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 - iii. AutoDirect India is not responsible for the content of any third party websites and does not make any representations regarding the content or accuracy of material on such websites. Linking any third party pages is entirely your own decision and, You do so entirely at Your own risk.**
 - iv. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Website or any related software. All software used on this Website is the property of AutoDirect India group or its suppliers and protected by Indian and international copyright laws. The Website and its contents are to be used entirely for shopping.
 - v. Barring Shopping, any other use of the Website, including any form of reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Website is strictly prohibited.

XVIII OBJECTIONABLE MATERIAL

You understand that by using the website or any of the services provided by us, You may encounter contents that may appear to be offensive, or objectionable, which Content may or may not be identified as such. You will be using the Website at your own risk in an event where you find some content to be such. AutoDirect India and its affiliates shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable to you.

XIX INDEMNITY

You agree to defend, indemnify and hold harmless AutoDirect India, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of based upon Your actions or inactions, which may result in any loss or liability to the Website or to the Company or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the

non-fulfilment of any of Your obligations under this Terms of Use or arising out of the Your violation of any applicable laws, regulations including but not limited to intellectual property rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of these Terms of Use.

XX TERMINATION

- i. AutoDirect India may terminate Your access as Customer at any time and may do so immediately without notice, and accordingly deny You access to the Website on breach of items in this document. Such termination will be without any liability to AutoDirect India. Upon any termination as a customer and consequently termination of this Terms of Use, You must promptly destroy all materials downloaded or otherwise obtained from this Website, as well as all copies of such materials. AutoDirect India's right to any Comments shall survive any termination of Your as a Customer. Any such termination will not cancel Your obligation to pay for any product already ordered from the Website.

XXI LIMITATION OF LIABILITY AND DISCLAIMERS

- i. Your access to the Website is provided without any warranties or guarantees and is on an "As Is" condition.
- ii. You understand the risk associated with using the Website and You must bear the same.
- iii. The Website provides content from other Internet websites or resources and while AutoDirect India tries to ensure that material included on the Website is correct, reputable and of high quality, the Company will not accept responsibility if this is not the case. Website/AutoDirect India will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website.
- iv. This disclaimer does not apply to any product warranty offered by the manufacturer of the product as specified in the product specifications and AutoDirect India shall not be obliged to assist you in this regard.
- v. To the fullest extent permitted under applicable law, AutoDirect India or its suppliers shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Website, its services or this Terms of Use.
- vi. Without prejudice to the generality of the section above, the total liability of AutoDirect India to You for any and all liabilities arising out of this Terms of Use is limited to the value of the product(s) billed to You.
- vii. AutoDirect India, its associates and technology partners take full care for the accuracy, reliability, completeness, current-ness and/or timeliness of any content, information, software, text, graphics, links or communications furnished on the Website or any of its associated services, or that the operation of the Website will be error free and/or uninterrupted. However, AutoDirect

India assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or any other information interpreted in regards to the use of the Portal; and/or any interruptions or errors in the operation of the Portal or any other technical interruptions (including virus, etc.).

XXII WEBSITE SECURITY

- i. You are not allowed to violate or attempt to violate the security of the Website in any way, including, without limitation, (a) accessing database/ any data whatsoever, not intended for You or log onto a server or an admin account or any account which You are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempts to interfere/temper with a service(s) to any other user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding," "spamming," "mail bombing" or "crashing;" (d) send unsolicited e-mail(s), including promotions and/or advertising of any products or services; or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- ii. Violations of any system or network security may result in civil or criminal liability. AutoDirect India will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on this Website. You agree, further, not to misuse or attempt to misuse any program/engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or any intelligent agents) to navigate or search this Website other than the search engine and search agents available from AutoDirect India on this Website and other than generally available third party web browsers.

XXIII ENTIRE UNDERSTANDING

- i. If any part of this Terms of Use is determined to be invalid or unenforceable pursuant to any applicable law including, but not limited to, the warranty disclaimers and liability limitations set above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect. Unless otherwise specified herein, the Terms of Use constitutes the entire agreement between You and AutoDirect India with respect to Website/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and AutoDirect India with respect to the Website/services. AutoDirect India's failure to act with respect to any breach by You or others does not waive of its right to act with respect to subsequent or similar breaches.

XXIII COOKIES

- i. We employ the use of cookies. By accessing AutoDirect, you agreed to use cookies in agreement with the AutoDirect TechSystems India Pvt. Ltd.'s Privacy Policy.
- ii. Our site being interactive uses cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

Customer Support Team

E-mail: info@autodirectindia.com

Phone: **7711859111**

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