

## DISCLAIMER

1. The information, products, and services included in or available on Bajajauto.com may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Bajajauto.com and/or its respective suppliers/ affiliates may make improvements and/or changes on the Bajajauto.com website at any time.
2. There may be information, advertisement and schemes displayed in this web site of certain Banks, Financial Institutions, Non-Banking Financial Companies, Individual Financiers, Dealers, etc. To the fullest extent permissible Bajajauto.com disclaims the, correctness, viability, availability, merchantability or fitness of such information, advertisement and scheme. Bajajauto.com hereby declares that the Banks, Financial Institutions, Non-Banking Financial Companies, Individual Financiers, Dealers, etc. are not its agent, partner or principle and Bajajauto.com do not provide any guarantee or warranty or any representation on behalf of any of the Banks, Financial Institutions, Non-Banking Financial Companies, Individual Financiers, Dealers, etc.
3. Advice received via Bajajauto.com should not be relied upon for personal, legal, commercial or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
4. Bajajauto.com and/or its respective suppliers, affiliates, associates, representatives make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, products and services contained on the Bajajauto.com site for any purpose. All such information, products offered, services offered etc. are provided on an "as is where is" basis without warranty of any kind. Bajajauto.com and/or its respective suppliers, associates, affiliates hereby disclaim all warranties and conditions with regard to the information, products, services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.
5. In no event shall Bajajauto.com be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including without limitation, damages for loss of use arising out of or in any way connected with the use or performance of the Bajajauto.com website, with the delay or inability to use the Bajajauto.com website or related services, the provision or failure to provide services, or for any information, products, services and related graphics obtained through the Bajajauto.com website, or otherwise arising out of the use of the Bajajauto.com website, whether based on contract, tort, negligence, strict liability or otherwise, even if Bajajauto.com or any of its suppliers/affiliates has been advised of the possibility of damages. If you are dissatisfied with any portion of the Bajajauto.com website or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Bajajauto.com website.
6. Bajajauto.com reserves the right to cancel any listing at any time for any reason, with or without cause/reason, and reserves the right to prohibit or restrict access to the Services to anyone at any time, with or without cause/reason.
7. The material that appears on Bajajauto.com is for informational purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time to time. Before purchasing goods or services you've read about on Bajajauto.com, you should confirm with our dealer any information that is important to your purchasing decision. Bajajauto.com is not responsible for, and does not guarantee the performance of, any such goods or services.
8. If you rely on this service or any material available through this service, you do at your own risk. You understand and accept that there may be delays, omissions, interruptions, inaccuracies and/or other problems with the information, products and services published on this site.
9. This service is provided to you "as is". Bajajauto.com and its affiliates, agents, licensors cannot and do not warrant the accuracy, completeness, correctness, non-infringement, merchantability or fitness for a particular purpose of the information available through the service (or any information, goods or services that are referred to, advertised on, or sold through this service). Nor do they guarantee that this information will be error free or continuously available, or that the service will be free of viruses or other harmful components.
10. Bajajauto.com reserves the right to limit sales, including the right to prohibit sales to re-sellers. We are not responsible for typographical or photographic errors.
11. You agree that any material, information, and ideas that you transmit to this site shall be and remain the property of Bajajauto.com.
12. All Transmissions shall be treated as non-confidential and non-proprietary and Bajajauto.com shall be under no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, and distribute the Transmissions to others without limitation. Additionally, Bajajauto.com shall be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including, but not limited to, developing, manufacturing, or marketing products incorporating such information.
13. You further agree that Bajajauto.com may use information about your demographics and use of this site in any manner.

14. You agree, and are hereby put on notice, that you are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, inflammatory, pornographic, or profane material or any other material that could give rise to any civil or criminal liability under law. You are solely responsible for the content of any comments you make.
15. Bajajauto.com may revise these terms of use by updating this posting. You agree that in the event any portion of these Site terms of use are found to be unenforceable, the remainder of these Site terms and conditions shall remain in full force and effect. By using this Site you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current terms of use to which you are bound.
16. Bajajauto.com web site may collect information from web site visitors that is not personally-identifiable, including the visitor's operating system, browser, domain name, and the specific web pages on the Bajajauto.com Web site that are accessed or visited. Bajajauto.com only collects this information in the aggregate, and only uses it to improve Bajajauto.com web site.
17. Bajajauto.com informs web site visitors that when they visit Bajajauto.com web site, Bajajauto.com may store some information on the visitor's computer in the form of a "cookie" or similar file. These files allow Bajajauto.com to tailor a Website to reflect a customer's listed or historical preferences. Most Web browsers allow Web users to exercise control over such files on their computers by erasing them, blocking them, or notifying the user when such a file is stored. Bajajauto.com web site visitors are asked to refer to their browser's instructions to learn about those functions.
18. Bajajauto.com is not responsible for any errors, omissions or representations on any of our pages or on any links on any of our pages. We do not endorse in anyway any advertisers on our web pages. Please verify the veracity of all information on your own before undertaking any reliance. The linked sites are not under our control and we are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site.
19. We hereby expressly disclaim any implied warranties imputed by the laws of any jurisdiction. We consider ourselves and intend to be subject to the jurisdiction only of the courts of the Mumbai, Maharashtra in India. If you don't agree with any of our Disclaimers above please do not read the material on any of our pages. The Bajajauto.com website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of Bajajauto.com constitutes your agreement to all such terms, conditions, and notices.
20. Bajajauto.com reserves the right to change the terms, conditions, and notices under which the Bajajauto.com Site is offered, including but not limited to the charges associated with the use of the Bajajauto.com site. You are responsible for regularly reviewing these terms and conditions.
21. The Bajajauto.com site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:
  - Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
  - Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
  - Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
  - Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
  - Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
  - Conduct or forward surveys, contests, pyramid schemes or chain letters.
  - Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

- 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.
  - Restrict or inhibit any other user from using and enjoying the Communication Services.
  - Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
  - Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
  - Violate any applicable laws or regulations.
22. Bajajauto.com has no obligation to monitor the Communication Services. However, Bajajauto.com reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Bajajauto.com reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
  23. Bajajauto.com reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the sole discretion of Bajajauto.com.
  24. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Bajajauto.com does not control or endorse the content, messages or information found in any Communication Service and, therefore, Bajajauto.com specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.
  25. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination, you are responsible for adhering to such limitations if you download the materials.
  26. No compensation will be paid with respect to the use of your submissions, as provided herein. Bajajauto.com is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the sole discretion of Bajajauto.com.
  27. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.
  28. Software (if any) that is made available to download from the Bajajauto.com site, excluding software that may be made available by end-users through a Communication Service, ("Software") is the end work of the software provider. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.
  29. Bajajauto.com reserves the right, in its sole discretion, to terminate your access to any or all of the Bajajauto.com web site and the related services or any portion thereof at any time, without notice.
  30. This agreement is governed by the laws of the Union of India. You hereby consent to the exclusive jurisdiction and venue of courts in Mumbai, Maharashtra, India, in all disputes arising out of or relating to the use of Bajajauto.com. Use of Bajajauto.com is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.
  31. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bajajauto.com as a result of this agreement or use of the Bajajauto.com site. Performance of this agreement by Bajajauto.com is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the rights of Bajajauto.com to comply with governmental, court and law enforcement requests or requirements relating to your use of Bajajauto.com or information provided to or gathered by Bajajauto.com with respect to such use.
  32. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Bajajauto.com with respect to the Bajajauto.com Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Bajajauto.com with respect to the Bajajauto.com site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
  33. The Invoice Prices generated by Bajajauto.com are believed to be accurate, but Bajajauto.com and its suppliers do not warrant or guarantee such accuracy. Bajajauto.com and its suppliers do not authorize the

- use of such prices for any purpose other than your personal use, and prohibit to the maximum extent allowable the resale, redistribution, and use of this information for commercial purposes.
34. Each individual manufacturer, dealer, financier, end user participating at Bajajauto.com's two wheeler mall is responsible for setting and explaining their individual shipping, return, security and other policies applicable to shopping in their stores and purchasing their products. Bajajauto.com does not guarantee, warrant or endorse any product or service sold by a manufacturer, dealer or financier in the two wheeler mall, nor do we have any liability or responsibility for the quality or performance of any product or service sold to you by any manufacturer, dealer or financier.
  35. The purchase of any product or service from a manufacturer, dealer or financier at Bajajauto.com's two wheeler mall is a transaction solely between you and that Merchant, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible Merchant. Bajajauto.com has no responsibility or liability for any Merchant or your relationship with such Merchant.
  36. You are responsible for paying the entire amount due on your purchase, including any applicable taxes, shipping and other charges assessed by the manufacturer, dealer or financier. With respect to applicable taxes, the manufacturer, dealer or financier will advise you subsequently of the exact amount of tax due on your purchase. Bajajauto.com has no responsibility whatsoever for any miscalculation or omission by a Merchant of applicable taxes on any sale.
  37. Used two wheeler listing is offered solely as a forum for you to utilize the Services to buy and sell two wheelers. Bajajauto.com is not involved in any transaction between you and any other party who uses this Site, and is not acting as your or any other party's agent.
  38. Bajajauto.com cannot screen, censor or otherwise control the listings or any transactions, including whether a listing is accurately described, whether an item can be legally purchased or sold in your jurisdiction, or whether a transaction will be completed as described by the seller or the buyer. Further, Bajajauto.com cannot control or warrant the behavior of the users of the Services. As such, your use of this section is at your own risk, and Bajajauto.com disclaims any liability with regard to use of the Services and any actions resulting from your or any other party's participation in the Services.
  39. You hereby agree to release Bajajauto.com, its suppliers, service partners, agents, employees, consultants, officers and directors from all claims, demands and damages, whether actual or consequential, of every kind, whether known or unknown, disclosed or undisclosed, arising out of or relating to any and all listings, transactions, or any other use of Bajajauto.com web site.
  40. Because Bajajauto.com is not involved in any transactions between you and other users of the Services, Bajajauto.com cannot and will not be involved in resolving any disputes relating to any completed or uncompleted transaction for the purchase or sale of listed goods
  41. The Company is not responsible for any pornographic material, restricted secrets or controlled content or material in any form, which may be uploaded by Registered Users/third parties onto the Web site. All submissions of this nature are unauthorized by the Company and it shall use its best efforts to remove any such submission as soon as it is notified of the same. Bajajauto.com is not responsible for and will not be liable for, any conduct, failure to act, product or services of Bajajauto.com affiliated web sites, including, without limitation, the manner and timing of opportunities to accumulate or use Bajajauto.com and any malfunction, breach of warranty or injury or damage suffered as a result of the products or services offered by any Bajajauto.com affiliated website.
  42. The Bajajauto.com web site may contain links to other Web Sites. The Linked Sites are not under the control of Bajajauto.com and Bajajauto.com is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Bajajauto.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Bajajauto.com of the site or any association with its operators.
  43. Bajajauto.com does not warrant that any web site that it administers within the scope of the Bajajauto.com programme or any linked web site is free from viruses or other destructive materials, and the website and its affiliates shall not be liable for any damage caused to the Registered User's hardware or software as a result of the Registered User's participation in the Bajajauto.com programme. Bajajauto.com does not warrant that Registered User will be able to access any web sites administered by Bajajauto.com and the Bajajauto.com will not be liable for any damages suffered by the Registered User as a result of not being able to access such web sites.