**Terms and Conditions**

Last updated on [●]

These terms and conditions (“**T&Cs**”) govern the use of Washmate made available through the website <https://www.washmate.in/> (“**Platform**”). **WASHMATE ECOPRO AUTO CARE SERVICES LLP,** a limited liability partnership registered under the Limited Liability Partnership Act, 2008, bearing LLIPN: ACE-8480, having its registered address at Flat No.104, 1-65/25/15, P. No.3, Guttala Begumpet, Madhapur, Hyderabad, Shaikpet, Telangana, India, 500081 (“**Washmate**”, “**we**”, “**us**” or “**our**”) is the sole and exclusive owner of the brand Washmate and the Platform.

These T&Cs and any additional terms and policies published on the Platform from time to time constitute and represent the whole agreement and understanding between Washmate and the users visiting, registering and/or using (“**you**”, “**your**” or “**Customer**”) the services provided through the Platform. By visiting, using, or interacting with the Platform and Services (*defined hereinafter*) in any manner whatsoever, you warrant and represent that you have read and understood these T&Cs and hereby bind yourself to these T&Cs. You confirm that you will comply with the requirements listed herein.

If you do not agree to these T&Cs, or comply with any of the requirements listed herein, then you should leave the Platform and stop using the Services.

Minors, un-discharged insolvents, and those who are incompetent to contract under the Indian Contract Act, 1872, will not be able to access the Platform or use the Services. Any minor who intends to use or contribute to the Platform must do so through his or her legal guardian or parents, as required by law.

Notwithstanding anything contained herein, in case of breach these T&Cs or any other rules or policies of Washmate, we shall reserve the right to take any legal or other appropriate action including but not limited to denying or revoking access to the Platform and/or Services, or referral to the appropriate authorities.

1. **SERVICES**
	1. Our services include the provision of the Platform that enables you to subscribe to car cleaning and maintenance subscription plans, schedule, and avail on-demand car cleaning and maintenance services and other ancillary car care services available on the Platform (“**Services**”). These Services are facilitated by independent third-party service providers of such services (“**Service Professional(s)**”).
	2. We facilitate the provision of the Services and manages the transfer of payments to Service Professionals. The services rendered by the Service Professionals do not and shall not at any time be included in Services and we shall not be responsible for the services rendered by Service Professionals booked through the Platform. The Service Professionals are solely responsible for the services rendered by them
	3. The Service Professionals are not employees, agents, contractors, partners, representatives, or affiliates of Washmate and hence do not have the ability to bind Washmate.
2. **BOOKINGS**
	1. The Platform permits you to reserve and avail the services offered by Service Professionals at your preferred time and location and based on the availability of the Service Professionals. You should follow the instructions on the Platform to make bookings and provide the necessary inputs which shall facilitate the provision of Services.
	2. Once your request is received, we shall provide a confirmation of the same, subject to the availability of Service Professionals at the requested time slot.
	3. Upon confirmation of the booking, you shall be required to make the payment as indicated on the Platform. Upon identification of a Service Professional, you shall receive a confirmation over the same.
	4. Order(s) cancelled prior to confirmation shall not be charged cancellation. However, cancellation after confirmation shall be subject to a cancellation fee as per Washmate’s applicable policies
	5. In case of unavailability of or cancellation by any Service Professional, we shall endeavour to offer a replacement for the Service Professional.
3. **PAYMENT AND PAYMENT TERMS**
	1. Washmate reserves the right to charge you for the Services you may avail on or via the Platform from time to time.
	2. In lieu of the services rendered by the Service Professional, you shall be required to pay the Service Professional consideration as indicated on the Platform at the time of booking as well as monies towards any out of pocked expenses incurred by the Service Professional and expenses for goods utilised for the performance of their services (“**Charges**”). [
	3. In addition to such Charges payable to the Service Professionals, Washmate reserves the right to levy additionally charges including without limitation, safety fee, insurance fee, or convenience fee for facilitating the bookings and transferring the payments to the Service Professionals (“**Fee**”). All Charges and Fee shall be inclusive of the applicable taxes.
	4. The Charges and Fee may be payable at the time of booking or upon completion of the services of the Service Professionals, as may be determined and specified by Washmate.
	5. Washmate reserves the right to amend/revise/modify the Charges and Fee at its sole discretion prior to confirmation.
	6. Washmate may use third-party payment facilitators (“**Payment Facilitators**”) for processing the payments and billings. The billings and payments shall be subject to the terms and conditions of the Payment Facilitators and Washmate shall not be liable for any errors, unsuccessful payments and refunds due to such errors. You should always read the terms and conditions and privacy policy of Payment Facilitators before using them. You agree that terms and policies of Payment Facilitators are not under Washmate’s control and you acknowledge that once you leave the Platform, you shall be governed by the terms and policies of the Payment Facilitators.
4. **CONSENT TO USE DATA**

We may collect, store, and utilize your data in accordance with applicable laws and our privacy policy. By using our Services, you consent to the collection, storage, and usage of your data. We are committed to protecting your privacy and will handle your information responsibly and securely.

1. **CUSTOMER CONDUCT AND RESPONSIBILITES**
	1. Conduct:
2. Washmate requests you to treat the Service Professionals with courtesy and respect and provide them with a safe, hygienic, and appropriate location to perform their services.
3. Discrimination against Service Professionals on any grounds including but not limited to discrimination on the grounds of race, caste, religion, disability, sexual orientation, status, gender or any other characteristic whether expressly prohibited by law or not.
4. You shall solely be responsible and liable for any discriminatory behaviour and/or failure to provide the Service Professionals with a suitable environment and you further agree that you entitle the Service Professionals to refuse to perform the services in case of any inappropriate behaviour towards the Service Professionals.
5. You agree that in the event you find a Service Professional discourteous, disrespectful, abusive, or in violation, you shall be required to promptly report the same to our team.
	1. You hereby agreed that, at all times during the subsistence of these T&Cs:
6. You are solely responsible and liable for all activities carried out on the Platform through their account.
7. You shall extend complete cooperation and assistance to the Service Professionals and provide them with the booking details upon arrival for verification purposes.
8. You shall not engage, promote or provide instructional informational about any illegal conduct or activity. Customers are prohibited to use the preferred location where the Service Professional provides their services, for any criminal, immoral or illegal purpose.
9. You shall extend cooperation and assist us in our defence of any proceedings that may be initiated against us due to breach of any of your obligations and responsibilities under these T&Cs.
10. You agree to not use the Services in any manner except as expressly provided in these T&Cs and/or the Platform.
11. You shall not attempt to gain unauthorized access to the Platform and the Services or any feature and/or part of the Platform and the Services.
12. You shall not infringe any rights of Washmate and/or the Platform including but not limited to intellectual property rights and licenses.
13. You shall not hold Washmate or any of its representatives liable for any direct, indirect, consequential or exemplary damages or any financial loss or damage or any breach of data.
14. **INTELLECTUAL PROPERTY**
	1. Washmate alone (and its licensors, where applicable) shall own all exclusive right, title and interest, including all related intellectual property rights, in and to the Platform technology, the content, the Services and any suggestions, ideas, enhancement requests, feedback, modifications, recommendations or other information provided by the Customers or any other party relating to the Services. These T&Cs are not a sale and does not transfer to the Customer any rights of ownership in or related to the Services, the Platform, or the intellectual property rights owned by Washmate. Washmate’s name and logo are trademarks of Washmate or third parties, and no right or license is granted to use them.
	2. We may request you to submit suggestions and other feedback, including bug reports, relating to the Services from time to time. We may freely use, copy, disclose, publish, display and distribute the Feedback we receive from you without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your intellectual property rights.
	3. Except as expressly stated in these T&Cs, nothing in these T&Cs should be construed as conferring any right in, or licence to, our or any third party’s intellectual property rights.
15. **TERM AND TERMINATION**
	1. These T&Cs are effective as soon as the Customer visits and uses the Platform and shall remain in effect unless terminated by Washmate or the Customer in accordance with the provisions of this Clause.
	2. We may restrict, deactivate, or terminate your access to, or use of, the Services, or any portion thereof, immediately and at any point at our sole discretion, or any legitimate business, legal, or regulatory reason (a) if you violate or breach any of the obligations, responsibilities, or covenants under these T&Cs, (b) when you cease to become a user of the Platform and/or Services, (c) you do not, or are likely not to qualify under applicable law to access and use the Platform and/or Services.
	3. Upon termination, these T&Cs shall terminate, except for those clauses that are expressly, or by implication, intended to or necessary to survive termination or expiry.
16. **LICENSE TO THE PLATFORM**

Subject to compliance with these T&Cs, we grant you a non-exclusive, non-transferable, non-sub licensable, revocable, and limited licence to use the Services in accordance with these T&Cs and any written instructions issued from time to time. Any rights not expressly granted herein are reserved by Washmate or Washmate’s licensors. The Customers agree to use the Platform only for its intended purpose, in an authorized manner, and in compliance with all privacy, data protection, intellectual property, and other applicable laws.

1. **REPRESENTATIONS AND WARRANTIES**
	1. By utilizing, booking and creating an account on the Platform and availing the Services provided, the Customers warrant and accept that: (a) they possess the authority to create a binding legal obligation, on behalf of themselves; (b) all the information that they provide to us is only about themselves and that all of such information is accurate, true, current, and complete; (c) they shall always comply with these T&Cs; (d) they shall remain responsible for the use of their accounts and shall safeguard their account’s username and password.
	2. You represent and warrant that all information that you provide in relation to the Services and services of the Service Professionals is true and correct. We do not accept responsibility for any loss or damage or liability that you may suffer or if any information, documentation or material provided by you is incorrect or misleading or if you fail to disclose any material information.
	3. You agree and acknowledge that we merely provide you with the Platform to connect you with Service Professionals and we shall not be liable in any manner for the obligations that have not been expressly stated in the T&Cs. We are not responsible for the services performed by the Service Professionals or for any acts or omissions of the Service Professionals during their provision of services including but not limited to damage to any property.
	4. You further agree and acknowledge that you are entering into a contract with the Service Professional for availing their services and we accept no responsibility or liability, nor do we make any warranties, representations, or guarantees in respect of the Service Professionals and the services performed by Service Professionals under that contract.
	5. You agree and acknowledge that solicitation or receipt of services from any Service Professional independently is solely at your own risk, and in such event, you waive any rights that have been conferred upon you under these T&Cs.
	6. You agree to not commit or indulge in any act that would disrupt the Services or the Platform.
	7. The Services provided are “as is” and “as available” and Washmate cannot guarantee that it will be safe and secure or will work perfectly all the time. **TO THE EXTENT PERMITTED BY LAW, WASHMATE ALSO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PLATFORM AND/OR ITS CONTENT AND/OR ANY WEBSITE TO WHICH IT IS LINKED ARE HEREBY TO THE FULLEST EXTENT PERMITTED BY LAW EXCLUDED. NO REPRESENTATIONS OR WARRANTIES ARE GIVEN AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED ON THE PLATFORM, OR ANY WEBSITE TO WHICH IT IS LINKED.**
	8. The Customer agrees that Washmate shall not be held liable for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these T&Cs or inability to use the Platform or any of its contents and Services provided to the Customer.
	9. While the Platform strives to provide accurate information about Services and charges, pricing errors may occur from time to time.
	10. The Customer hereby accepts full responsibility for any consequences that may arise from his/her use of the Services and expressly agree and acknowledge that Washmate shall have absolutely no liability in this regard.
	11. No advice or information, whether oral or written, obtained by the Customer from Washmate shall create any warranty that is not expressly stated in the T&Cs.
	12. By using the Platform, Customers acknowledge that while Washmate takes every reasonable action to make sure that the Services remain fully functional and up-to-date, interruptions may still happen for many reasons including routine maintenance, as may be required for effective functioning of the Platform. Customer understands and acknowledges that the Services could be interrupted, suspended, or terminated due to any reason whatsoever, without any fault of Washmate and therefore Washmate shall not be held liable in any manner whatsoever, for any loss to any Customer due to such interruption, suspension, or termination of Services.
	13. Customers understand and agree that Washmate is not responsible or liable for any act or action of the Customer while availing the Services and Washmate is just acting as an intermediary between the Service Professional and the Customer.
	14. Washmate shall not be, directly or indirectly, held responsible for any decision or consequences of any decision taken on the basis of Service Professional descriptions and other information provided on the Platform as the same is intended for information and marketing purposes and, whilst displayed in good faith, Washmate will not in any circumstances accept responsibility for their accuracy. It is the responsibility of the prospective Customer to satisfy themselves as to the accuracy of any Service Professional descriptions displayed and the responsibility of the Service Professional to ensure the accuracy and integrity of service descriptions provided on the Platform. The responsibility for the final decision would rest solely with the Customer.
2. **INDEMNTIY**
	1. You shall indemnify and hold harmless and defend at our option, Washmate, the Platform, and its representatives from and against any claim, demands, legal proceedings, losses, liabilities, damages and costs including but not limited to settlements and attorney’s fees, due to or arising out of your access to the Services or the services of the Service Professionals, use of the Services, and/or the Service Professionals services, violation of these T&Cs or any violation of these T&Cs by a third party using your account.
	2. To the maximum extent permitted by law, our liability shall be limited to the amount of commission we receive in respect of a particular booking made on the Platform. In no event shall our total liability to you in connection with these T&Cs exceed INR [●].
3. **GRIEVANCE REDRESSAL**
	1. In case a Customer has any queries pertaining to the use of the Platform and/or the Services under these T&Cs, the Customer can direct all their queries by contacting the Washmate’s support services via email at [●].
	2. In the event the Customer has any grievances, complaints and requests regarding these T&Cs and other policies published by the Washmate, such Customer can raise a complaint via email at [●] (“**Grievance Officer**”). The Grievance Officer shall acknowledge and resolve the complaint within the prescribed period as per the applicable laws. However, it may take Washmate longer than the same if the request is particularly complex or the Customer has made a number of requests. In such a case, Washmate shall notify the respective Customer and keep him/her updated with the process.
	3. In case of complaints from the Customer pertaining to efficacy, quality or any other such issue with respect to a Service Professional, Washmate shall notify the same to the Service Professional and such Service Professional shall be liable for redressing the Customer’s complaints. In the event that the Customer raises any complaint against a Service Professional accessed using our Platform, Washmate shall assist the Customer to the best of our abilities by providing relevant information to the Customer, such as details of the Service Professional and the specific booking to which the complaint relates, to enable satisfactory resolution of the complaint.
4. **GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION**

These T&Cs shall be governed by and construed in accordance with the laws of India. The Customers shall seek to resolve any dispute, controversy, claim or breach arising out of or in relation to these T&Cs by amicable arrangement and compromise. The courts of Hyderabad, India, shall have the exclusive jurisdiction over all issues arising out of these T&Cs or the use of Services.

1. **FORCE MAJEURE**

Under no circumstances, shall we be held liable for any delay or failure in performance due in whole or in part to any acts of nature, labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, lockdown, pandemic or epidemic, inducement of any virus, trojan or other disruptive mechanisms, any event of hacking or illegal usage of the Platform, 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 beyond our reasonable control. If force majeure event takes place that affects the performance of our obligations under these T&Cs, our obligations under these terms shall be suspended for the duration of force majeure event.

1. **CONTACT US**

If Customers need to contact Washmate for anything, they may write to Washmate at [●].

1. **MISCELLANEOUS PROVISIONS**
	1. Changes to T&Cs: These T&Cs are subject to revision at any time, as determined by us. It shall be your responsibility to review these T&Cs periodically for any updates or revisions. You will deemed to have accepted the T&Cs if you continue to use the Platform once it has been uploaded.
	2. Modifications:We reserve the right to add, modify or discontinue temporarily or permanently, the Services, with or without cause at any time. We shall not be liable for any such addition, modification, suspension, or discontinuation of the Services.
	3. Assignment: The Customer shall not be entitled to assign, transfer, or pledge to a third party or its affiliates, or create any encumbrance whatsoever, over any of its rights and obligations under these T&Cs without the written consent of Washmate. Further, Washmate shall always retain the right to assign the Services provided by it under these T&Cs for such remaining period of the T&Cs, to any of its chosen subsidiaries, affiliates, associated and there would be no new T&Cs between the new acquirer and Customer for the Services provided under these T&Cs.
	4. Severability: If any part, provision, covenant, or condition of these T&Cs is held, by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the T&Cs shall remain in full force and effect and shall in no way affect the validity or enforceability of the remaining provisions of these T&Cs.
	5. Waiver: No delay or omission by either party to exercise any right or power it has under these T&Cs shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
	6. Relationship between the parties: Nothing contained in these T&Cs will be construed to create the relationship of employer and employee, principal and agent or any other fiduciary relationship. Neither party will have authority to contract for or bind the other in any manner whatsoever.
	7. Customer account: Customer’s account is non-transferrable and may not be sold, traded, combined, or otherwise shared with any other person. If any Customer violates any of these T&Cs, Washmate may terminate the account in our sole discretion, either with or without notice. In case Washmate terminates the Customer’s account, Washmate will forfeit all the information provided by the Customer through the use of Platform. Upon suspension or termination of a Customer's account on the Platform, Washmate reserves the right to remove or delete Customer’s information that is available with Washmate. The restriction, suspension or termination of the Customer’s account or access to the Platform pursuant to this section will be without prejudice to any rights which Washmate may have against the Customer due to the breach of these T&Cs. Further, if required by applicable law, by a court order or by other enforcement authorities and/ or agencies or if Washmate in its sole discretion considers the disclosure of such information necessary or appropriate, Washmate shall disclose your identity and other related information, as required.

***Disclaimer:*** *Washmate may amend these T&Cs at any time without any prior intimation to the Customers. By continuing to use the Platform, the Customers consent to the amended terms of this T&Cs.*