

Terms of Use

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Terms Of Use

THESE TERMS OF USE WERE UPDATED ON 28 NOVEMBER 2023

PLEASE CAREFULLY READ THESE TERMS OF USE. BY USING THIS PLATFORM, YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS.

IN THE EVENT OF NON-COMPLIANCE WITH THESE TERMS OF USE, OLX INDIA HAS THE RIGHT TO LIMIT OR TERMINATE YOUR ACCESS OR USAGE RIGHTS TO THE PLATFORM IMMEDIATELY OR REMOVE NON-COMPLIANT INFORMATION OR BOTH AS THE CASE MAY BE, IN ACCORDANCE WITH THE INFORMATION TECHNOLOGY (INTERMEDIARY GUIDELINES AND DIGITAL MEDIA ETHICS CODE) RULES, 2021. BY USING THE OLX PLATFORM AND ACCESSING OUR SERVICES, YOU INDICATE YOUR UNDERSTANDING AND AGREEMENT TO BE BOUND BY THE TERMS STATED UNDER [TERMS OF USE](#).

IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE PLATFORM AND THE SERVICES.

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I. ACCEPTANCE [Go to top](#)

SOBEK AUTO INDIA PRIVATE LIMITED, a company incorporated in India under the Companies Act, 2013, having its registered office at 90B, 3rd Floor, Delhi Jaipur Expressway, Sector 18, Gurugram, 122001, Haryana Gurgaon 122002 (hereinafter referred to as “**OLX INDIA**”) is a licensee and operator of the Platform, which provides (a) a collection of online resources which includes classified advertisements on the website www.olx.in, and the corresponding mobile application of the platform; (b) an online service for selling cars by connecting the seller with select partners on the website www.olxautos.com (collectively, the “**Service**”), and the websites, and the corresponding mobile applications of the platforms (collectively, the “**Platform**”).

The Platform and the Service are provided to you subject to these OLX INDIA Terms of Use (these “**Terms**”). For the purpose of the Terms and wherever the context so requires, the terms “you” and “your” shall mean any person who uses or accesses, whether through manual or automated means, the Platform or the Service in any manner whatsoever including persons browsing the Platform and its content, sharing information regarding their car to obtain a price estimate, posting comments or any content or responding to any advertisements or content on the Platform, as applicable. By using the Service, you agree to comply with these Terms. Additionally, when using a portion of the Service, you agree to conform to any applicable posted guidelines for such Service, which may change or be updated from time to time at OLX INDIA’s sole discretion. You understand and agree that you are solely responsible for reviewing these Terms from time to time. Should you object to any term or condition of these Terms, any guideline, or any subsequent changes thereto or become unhappy with OLX INDIA or the Service in any way, your only choice is to immediately discontinue the use of OLX INDIA. These Terms may be updated by OLX INDIA at any time at its sole discretion. OLX INDIA may send you notices of changes to the Platform or the Terms pursuant to Section xxi (I) herein. OLX INDIA may provide a translation of the English version of the Terms into other languages. You understand and agree that any translation of the Terms into other languages is for your convenience only and that the English version governs the terms of your relationship with OLX INDIA. Furthermore, if there are any inconsistencies between the English version of the Terms and any translation, the English version of the Terms shall govern.

II. DESCRIPTION OF SERVICE AND CONTENT POLICY [Go to top](#)

- i. OLX INDIA operates the next generation of online platforms. We act as a venue to allow our users who comply with these Terms to offer, sell, and buy products and services listed on the Platform. Although you may be able to conduct payment and other transactions through the Platform using third-party vendors, OLX INDIA is not in any way involved in such transactions. As a result, and as discussed in more detail in these Terms, you hereby acknowledge and agree that OLX INDIA is not a party to such transactions, has no control over any element of such transactions, and shall have no liability to any party in connection with such transactions. You use the Service and the Platform at your own risk.
- ii. OLX India partners with select entities to offer additional services in respect of your sale or purchase of cars. Such select partners may offer additional services to enable you to sell or buy a car in a hassle-free manner. You acknowledge that OLX India undertakes such partnerships solely to enhance your experience on the Platform and provide speedy solutions. Once you choose to accept the services of such a select partner, you acknowledge that you transition outside the scope of the Platform and the Services, and OLX India does not exercise any control of the terms of provision of such services. In such cases, you shall evaluate the terms and conditions of such other provider/ partner. OLX INDIA shall not be responsible for any service availed by you from such third parties or any payment made by you to such third parties in connection with the services. Any concern or claims in relation to such services should be directed by you to such third parties. You may opt-out of such additional services in accordance with our Privacy Policy.
- iii. You understand that OLX INDIA does not control, and is not responsible for ads, directory information, business listings/information, messages between users, communications with the select partners, including without limitation e-mails sent from outside OLX INDIA's domain or other means of electronic communication, whether through the Platform or another Third Party Website (defined below) or offerings, comments, user postings, files, images, photos, video, sounds, business listings/information and directory information or any other material made available through the Platform and the Service ("**Content**"), and that by using the Platform and the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You acknowledge and agree that you are responsible for and must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will OLX INDIA be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading any Content listed, emailed or otherwise made available via the Service. You acknowledge and agree that OLX INDIA cannot and does not pre-screen or approve any Content, but that OLX INDIA has the right, in its sole and absolute discretion, to refuse, delete or move any Content that is or may be available through the Service, for violating these Terms and such violation being brought to OLX INDIA's knowledge or for any other reason or no reason at all. Furthermore, the Platform and Content available through the Platform may contain links to other third-party websites ("**Third Party Websites**"), which are completely unrelated to OLX INDIA. If you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies. OLX INDIA makes no representation or guarantee as to the accuracy or authenticity of the information contained in any such Third Party Website, and your linking to any other websites is completely at your own risk and OLX INDIA disclaims all liability thereto.
- iv. You acknowledge and agree that you are solely responsible for your own Content posted on, transmitted through, or linked from the Service and the consequences of posting, transmitting, linking, or publishing it. More specifically, you are solely responsible for all Content that you upload, email, or otherwise make available via the Service. In connection with such Content posted on, transmitted through, or linked from the Service by you, you affirm, acknowledge, represent, warrant and covenant that: (i) you own or have and shall continue to, for such time

the Content is available on the Platform, have the necessary licenses, rights, consents, and permissions to use such Content on the Service and Platform (including without limitation all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such Content) and authorize OLX INDIA to use such Content to enable inclusion and use of the Content in the manner contemplated by the Service, the Platform and these Terms; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person or business in the Content to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content in the manner contemplated by the Service, the Platform and these Terms. For clarity, you retain all of your ownership rights in your Content; however, by submitting any Content on the Platform, you hereby grant to OLX INDIA an irrevocable, non-cancellable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Platform and OLX INDIA's (and its successor's) business, including without limitation for the purpose of promoting and redistributing part or all of the Platform and Content therein (and derivative works thereof) in any media formats and through any media channels now or hereafter known. These rights are required by OLX INDIA in order to host and display your Content. Furthermore, by you posting Content to any public area of the Service, you agree to and do hereby grant to OLX INDIA all rights necessary to prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service or Platform by any party for any purpose. As a part of the Service, OLX INDIA may offer the facility of automatically capturing the "Description" of your ad based on the images uploaded by you. OLX INDIA makes no warranty on the veracity or the accuracy of the generated Description. The Description may be edited by you at any time while your ad is live. You also hereby grant each user of the Platform (a) a non-exclusive license to access your Content through the Platform, and (b) the right to contact you with regard to the Content posted by you through private chat or any other means. The foregoing license to each user granted by you terminates once you or OLX INDIA remove or delete such Content from the Platform. Further, you grant OLX INDIA the right to make available your Content to any third party in connection with the transaction contemplated in your classified advertisement.

- v. OLX INDIA does not endorse any Content or any opinion, statement, recommendation, or advice expressed therein, and OLX INDIA expressly disclaims any and all liability in connection with User Content. OLX INDIA does not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and OLX INDIA may, at its sole discretion, remove any infringing Content if properly notified in accordance with applicable law that such Content infringes on another's intellectual property rights. OLX INDIA reserves the right to remove any Content without prior notice. OLX INDIA may also terminate a user's access to the Platform if they are determined to be a repeat infringer or found to be indulging in any act contrary to these Terms. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a user submission removed from the Platform more than twice. Further, at its sole discretion, OLX INDIA reserves the right to decide whether any Content is appropriate and complies with these Terms.

III. CONDUCT [Go to top](#)

You agree not to post, email, message, host, display, upload, modify, publish, transmit, store, update or share any information on the Platform, or otherwise make available Content:

- i. that violates any law or regulation;

ii. that is copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third-party proprietary rights, including privacy and publicity rights unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant OLX INDIA all of the license rights granted herein;

iii. that infringes any of the foregoing intellectual property rights of any party, or is Content that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);

iv. that is harmful, abusive, unlawful, threatening, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy or other rights, including bodily privacy, insulting or harassing on the basis of gender, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling or harms or could harm minors in any way promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence or otherwise unlawful in any manner whatsoever or otherwise inconsistent with or contrary to the laws in force;

v. that harasses degrades intimidates, or is hateful towards any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

vi. that violates any (local) equal employment laws, including but not limited to those prohibiting the stating, in any advertisement for employment, a preference or requirement based on race, color, religion, sex, national origin, age, or disability of the applicant.

vii. that threatens the unity, integrity, defense, security, or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any other nation;

viii. that includes personal or identifying information about another person without that person's explicit consent;

ix. that impersonates any person or entity, including, but not limited to, an OLX INDIA employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;

x. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

xi. that is false, deceptive, misleading, deceitful, misinformative, or constitutes a "bait and switch" offer;

xii. that constitutes or contains "pyramid schemes," "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," or unsolicited advertisements of a commercial nature;

xiii. that constitutes or contains any form of advertising or solicitation if (1) posted in areas or categories of the Platform which are not designated for such purposes; or (2) e-mailed to OLX INDIA users who have requested not to be contacted about other services, products or commercial interests;

xiv. that includes links to commercial services or Third Party Websites, except as specifically allowed by OLX INDIA;

xv. that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation items the sale of which is prohibited or regulated by applicable law;

xvi. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or any other computer resource;

xvii. that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or

xviii. that employs misleading email addresses, forged headers, or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

xix. that belongs to another person and to which you do not have any right;

xx. that is harmful to the child;

xxi. that deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;

Additionally, you agree not to:

xxii. contact anyone who has asked not to be contacted, or makes unsolicited contact with anyone for any commercial purpose, specifically, contact any user to post an advertisement on a third-party website or post any advertisement on behalf of such user; or to "stalk" or otherwise harass anyone;

xxiii. make any libelous or defamatory comments or postings to or against anyone;

xxiv. collect personal data about other users or entities for commercial or unlawful purposes;

xxv. use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Service, except for internet search engines (e.g, Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file;

xxvi. post Content that is outside the local area or not relevant to the local area, repeatedly post the same or similar Content, or otherwise impose unreasonable or disproportionately large loads on our servers and other infrastructure;

xxvii. post the same item or service in multiple classified categories or forums, or in multiple metropolitan areas;

xxviii. attempt to gain unauthorized access to computer systems owned or controlled by OLX INDIA or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Platform.

xxix. use any form of automated device or computer program (sometimes referred to as "flagging tools") that enables the use of OLX INDIA's "flagging system" or other community control systems without each flag being manually entered by a human that initiates the flag (an "automated flagging device"), or use any such flagging tool to remove posts of competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these Terms or any applicable law or regulation.

xxx. use any automated device or software that enables the submission of automatic postings on OLX INDIA without human intervention or authorship (an "automated posting device"), including without limitation, the use of any such automated posting device in connection with bulk postings, or for automatic submission of postings at certain times or intervals; or

xxxi. Any Content uploaded by you shall be subject to relevant laws and may be disabled, or may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site, we may terminate your account/block your access to the Site and we reserve the right to remove any non-compliant Content uploaded by you.

IV. PAID SERVICES [Go to top](#)

We may charge a fee to post content in or utilize some areas of the Service ("**Paid Services**"). By posting Paid Services on the Website, you enter into an agreement with OLX INDIA, the terms of which are set out herein. Provisions of the Terms relating to the Content shall also be applicable to Paid Services. Further, you continue to be bound by the Terms in connection with your use of the Platform and the Services. Currently, for Paid Services, we offer the features described in the following paragraphs. Only some of these features may be made available to you by us, depending on your usage, category, geographical location, and medium of purchase. The terms of Paid Services and the relationship between you and OLX INDIA shall be governed by the laws of India. Any claim you may have against OLX INDIA shall be resolved by mutual discussions or negotiations between the you and OLX INDIA. If within 15 (fifteen) days after commencement of such discussion and negotiations, you and OLX INDIA fail to resolve the dispute, then such dispute shall be resolved through arbitration by a sole arbitrator mutually appointed by both you and OLX INDIA. The arbitration shall be as per the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Gurugram, Haryana. The venue of arbitration shall be any mutually agreed location in Gurugram, Haryana. All proceedings shall be in English. Subject to arbitration, the courts at Gurugram, Haryana shall have exclusive jurisdiction. We reserve the right to modify the price at which these features are made available to you:

- **Featured Ads**

Featured Ads is a feature that enables the display of your advertisement in a designated area of the Website and/or in a highlighted manner (depending on the platform the content is being viewed), so as to distinguish it from other content posted on the Website. In the designated area of the Website pertaining to Featured Ads, Features Ads are listed in a sequential manner. Therefore, it is possible that a particular Featured Ad is not visible to you each time you browse through the Website.

This feature has been provided to enable users to draw attention to their advertisements and increase the likelihood of receiving responses from potential buyers. We do not guarantee an

increase of a specified quantum in the responses received by you and any representation on the Website in this regard is merely indicative.

The duration for which your Ad will be displayed as a Featured Ad shall be the number of days specified at the time of purchasing the feature or 30 days from the original date of posting the Content on the Website, whichever is earlier. There is no limit on the volume of Featured Ads you may post on the Website. You can purchase a single Featured ad or can avail bulk packages (“Featured ads package”) based on your requirement and such packages may be provided to you at a discounted price as mentioned on the Website. OLX INDIA reserves the right to limit the extent and manner in which Featured Ads may be edited by you.

- **Boost to Top**

Boost to Top is a feature that bumps your advertisement to the top of the listing space in the city-specific category in which the advertisement has been posted. Your ad will remain in that spot until new advertisements are posted in that category, at which point it will move down accordingly in the listing space.

This feature has been provided to enable users to draw attention to their live advertisements and increase the likelihood of receiving responses from potential buyers. We do not guarantee an increase of a specified quantum in the responses received by you and any representation on the Website in this regard is merely indicative.

Boost to Top can be availed for an already posted ad, however, it does not increase the validity of an ad which currently 30 days from the posting date.

- **Auto Boost**

Auto Boost is a feature similar to our “Boost to Top” feature (refer above) that bumps your advertisement to the top of the listing space in the city-specific category in which the advertisement has been posted, just that Auto Boost does this automatically at defined intervals. OLX INDIA shall have the sole discretion to determine the frequency of such intervals for bumping of the advertisement that may differ across categories, usage, and geographical location.

This feature has been provided to enable users to draw attention to their live advertisements and increase the likelihood of receiving responses from potential buyers – all on a continuing basis with the convenience of our systems boosting your advertisement on top, during its validity, at a defined periodicity. We do not guarantee an increase of a specified quantum in the responses received by you and any representation on the Website in this regard is merely indicative.

Auto Boost can be availed for an already posted ad, however, it does not increase the validity of an ad which currently is 30 days from the posting date.

- **Paid Ads**

The paid ad is a feature, which enables you to post ads even after you have exhausted your free limits in a category. Free limit defines the number of advertisements that you can post for free in each category within a defined periodicity and this limit may differ across categories, usage,

and geographical location. For instance, if you have posted 3 advertisements in a category in the last 30 days and the free limit is 3 advertisements per month for such a category, you will not be allowed to post a free advertisement after you have posted your third advertisement.

All advertisements posted by you through your account will be counted towards free limits. Any subsequent change of phone number after posting an ad, will not affect the available limits.

You can either purchase a single Paid ad or can avail of bulk packages (“**Paid ads package**”) based on your requirement which shall be provided to you at a discounted price as mentioned on the Website.

The validity of Paid ads:

- **Limited Paid ads package** – In the Limited Paid ads package, you can post a limited number of ads during the validity of the package. Paid ads in this package shall each be valid for 30 days from the date of posting regardless of when it is posted by you during the life of the Limited Paid ads package.
- **Unlimited Paid ads package** – In the Unlimited Paid ads package, you can post unlimited ads during the validity of the package. Regardless of when you post an advertisement during the life of the package, the advertisement will only remain valid during the validity of the package.

Payment for Paid Services

Upon selecting any feature of Paid Services, you may be redirected to a third-party payment processing site such as PayU offering payment through various channels such as net banking, debit card and credit card (“**Payment Gateway**”). OLX INDIA may offer you a right to pay through cash or other channels such as cash collection. You agree that Paid Services will be made available to you only upon receipt of payment confirmation from the Payment Gateway or collection agencies. Upon making payment to us, through any medium whatsoever, you warrant to us that you are entitled to use the medium or otherwise make the payment to us under applicable law.

You have the ability to provide us your Goods and Services Tax Identification Number (GSTIN) on the platform. Your GSTIN details are mandatory for passing on the credit of GST charged. In case you fail to provide us with your GSTIN details, we will assume that you are not registered with the GST authorities, without independently verifying your registration status.

Unless otherwise mentioned on the Website, prices indicated are inclusive of applicable taxes.

Refunds/Cancellation

If you choose to delete or deactivate any Paid Services prior to the period for which it is active, we will not be liable to refund you for any unutilized time. In the event you are not able to avail of the Paid Services on the Website on account of any technical reasons, on receipt of payment confirmation, equivalent units of the paid feature against the ad units you were not able to post shall be credited to your account. For example, if you buy a package of 3 Featured Ad units out of which you have consumed only 2 units and were unable to post the remaining 1 ad unit

as a Featured Ad on account of a technical glitch during the lifetime of the package validity, you will be credited only 1 unit of Featured Ad to your account.

The above refund policy shall not be applicable in the event any content in your advertisement is found to be violating the Terms or there has been any abuse reported in relation to your advertisement or your advertisement is deleted or not re-posted on the Website on account of any technical reasons due to any subsequent editing done by you.

V. POSTING AGENTS[Go to top](#)

As used herein, the term "Posting Agent" refers to a third-party agent, service, or intermediary that offers to post Content to the Service on behalf of others. OLX INDIA prohibits the use of Posting Agents, directly or indirectly, without the express written permission of OLX INDIA. In addition, Posting Agents are not permitted to post Content on behalf of others, directly or indirectly, or otherwise access the Service in order to post Content on behalf of others, except with express written permission or license from OLX INDIA.

VI. ACCESS TO THE SERVICE[Go to top](#)

OLX INDIA grants you a limited, revocable, non-exclusive license to access and use the Service for personal use. This license granted herein does not include any of the following: (a) access to or use of the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display, or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by OLX INDIA or as otherwise set forth in these Terms. Notwithstanding the foregoing, general purpose internet search engines and non-commercial public archives that gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file, may engage in the activities set forth in (b). For purposes of this exception, a "general purpose internet search engine" does not include a website or search engine or other services that specializes in classified listings including any subset of classifieds listings such as housing, for sale, jobs, services, or personals, or which otherwise provides classified ad listing services. The license set forth in this Section permits you to display on your website, or create a hyperlink thereto, individual postings on the Service so long as such use is for non-commercial and/or news reporting purposes only (e.g., for use in personal blogs or other personal online media). If the total number of such postings displayed on or linked to your website exceeds limits set by OLX INDIA, your use will be considered to be in violation of these Terms, unless OLX INDIA expressly grants you permission otherwise. You are also permitted to create a hyperlink to the home page of the Platform so long as the link does not portray OLX INDIA, its employees, affiliates, or agents in a false, confusing, misleading, derogatory, or otherwise offensive matter. Use of the Service beyond the scope of authorized access as set forth in these Terms immediately terminates any permission or license granted herein. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from OLX INDIA.

VII. NOTIFICATION OF CLAIMS OF INFRINGEMENTS[Go to top](#)

OLX INDIA is not liable for any infringement of intellectual property rights arising out of materials posted on or transmitted through the site, or items advertised on the site, by end-users, or any other third parties.

If you are an owner of intellectual property rights or an agent who is fully authorized to act on behalf of the owner of intellectual property rights and believe that any Content or other content infringes upon your intellectual property right or intellectual property right of the owner on whose behalf you are authorized to act, you may submit a notification to OLX INDIA together with a request to OLX INDIA to delete the relevant Content in good faith in the claims of infringement form available [here](#).

In case you are an owner of an Intellectual Property and want to specifically report about any counterfeit goods on our Platform please refer to our OLX INDIA Counterfeit Policy as available [here](#).

VIII. INTELLECTUAL PROPERTY RIGHTS [Go to top](#)

You acknowledge and agree that the materials on the Platform, other than the User Content that you licensed under Section II(iii) of the Terms, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("**Materials**") and the trademarks, service marks and logos contained therein ("**Marks**"), are licensed to OLX INDIA, and are subject to copyright and other intellectual property rights under Indian law. In connection with the Services, the Platform may display certain trademarks belonging to third parties. Use of these trademarks may be subject to the license granted by third parties to OLX INDIA. You shall, in no event, reverse engineer, decompile, or disassemble such trademarks and nothing herein shall be construed to grant you any right in relation to such trademarks. Materials on the Platform are provided to you on an 'AS IS' basis for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners or licensees, as applicable. OLX INDIA reserves all rights not expressly granted herein to the Platform and the Materials. You agree to not engage in the use, copying, or distribution of any of the Materials other than as expressly permitted herein, including any use, copying, or distribution of Materials of third parties obtained through the Platform for any commercial purposes. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Platform or features that prevent or restrict the use or copying of any Materials or enforce limitations on the use of the Platform or the Materials therein. The Service is protected to the maximum extent permitted by copyright laws and, other laws currently in force in India. The content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyright laws and, other laws currently in force in India. Any reproduction, modification, creation of derivative works from or redistribution of the Platform, the Materials, or the collective work or compilation is expressly prohibited. Copying or reproducing the Platform, the Materials, or any portion thereof to any other server or location for further reproduction or redistribution is expressly prohibited. You further agree not to reproduce, duplicate, or copy Content or Materials from the Service, and agree to abide by any and all copyright notices and other notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service.

IX. USER SUBMISSIONS [Go to top](#)

You understand that when using the Platform, you will be exposed to Content from a variety of sources and that OLX INDIA is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content, and you agree and assume all liability for your use. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, defamatory, or libelous and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against OLX INDIA with respect thereto.

X. INDEMNITY [Go to top](#)

You agree to defend, indemnify and hold harmless OLX INDIA, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers, and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from (i) your use of and access to the Platform and/or the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive termination, modification, or expiration of these Terms and your use of the Service and the Platform.

XI. NO SPAM POLICY [Go to top](#)

You understand and agree that sending unsolicited email advertisements or other unsolicited communications to OLX INDIA email addresses or through OLX INDIA computer systems is expressly prohibited by these Terms. You acknowledge and agree that from time to time OLX INDIA may monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one user to another in the OLX INDIA email system. Any communication between yourself and any other user utilizing the communication features available on the Service and the Platform may be used only in accordance with the Terms. Any unauthorized use of OLX INDIA computer systems is a violation of these Terms and certain applicable laws. Such violations may subject the sender and his or her agents to civil and criminal penalties.

XII. DEALINGS WITH ORGANIZATIONS AND INDIVIDUALS [Go to top](#)

You acknowledge and agree that OLX INDIA shall not be liable for your interactions with any organizations and/or individuals on the Platform or through the Service. This includes, but is not limited to, representatives of our select partners, payment and delivery of goods and services, and any other terms, conditions, warranties, or representations associated with any interaction you may have with other organizations and/or individuals. These dealings are solely between you and such organizations and/or individuals. You agree and acknowledge that OLX INDIA shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions. If there is a dispute between participants on the Platform, or between users and any third party, you understand and agree that OLX INDIA is under no obligation to become involved in such dispute. In the event that you have a dispute with one or more other users, you hereby release OLX INDIA, its officers, employees, agents, and successors from any and all claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Service.

XIII. LIMITATION AND TERMINATION OF SERVICE[Go to top](#)

You acknowledge and agree that OLX INDIA may establish limits from time to time concerning the use of the Service, including among others, the maximum number of days that Content will be maintained or retained by the Service, the maximum number and size of postings, e-mail messages, or other Content that may be transmitted or stored by the Service, and the frequency and the manner in which you may access the Service or the Platform. You acknowledge that your account is identified and linked through your mobile number, Facebook account, or email address through which you have registered. In the event you have more than one account linked through your mobile number, Facebook account, or email address, OLX INDIA reserves the right to remove or restrict the usage of such duplicate accounts. You acknowledge and agree that OLX INDIA has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Platform or the Service. You acknowledge and agree that OLX INDIA reserves the right at any time to modify, limit or discontinue the Service (or any part thereof) with or without notice and that OLX INDIA shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service. You acknowledge and agree that OLX INDIA, in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your e-mail or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason or no reason at all, including, without limitation, if OLX INDIA believes that you have violated these Terms. Further, you agree that OLX INDIA shall not be liable to you or any third-party for any termination of your access to the Platform or the Service. Further, you agree not to attempt to use the Service after any such termination.

XIV. DISCLAIMER OF WARRANTIES[Go to top](#)

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PLATFORM AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND THAT THE PLATFORM AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW OLX INDIA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM AND YOUR USE THEREOF. OLX INDIA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM'S CONTENT OR THE CONTENT OF ANY THIRD-PARTY WEBSITES LINKED TO THE PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM AND SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND

INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, COMMUNICATED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM OR THE SERVICE. OLX INDIA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND OLX INDIA WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND/OR OTHER USERS AND/OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

XV. LIMITATIONS OF LIABILITY [Go to top](#)

IN NO EVENT SHALL OLX INDIA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF OLX INDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE PLATFORM OR THE SERVICE, INCLUDING WITHOUT LIMITATION WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE PLATFORM OR THE SERVICE, FROM INABILITY TO USE THE PLATFORM OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE PLATFORM OR THE SERVICE. SUCH LIMITATION OF LIABILITY SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE PLATFORM OR THE SERVICE OR ANY LINKS ON THE PLATFORM, AS WELL AS BY REASON OF ANY INFORMATION, OPINIONS OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE PLATFORM OR THE SERVICE OR ANY LINKS ON THE OLX INDIA SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT OLX INDIA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. **THE PLATFORM IS CONTROLLED AND OFFERED BY OLX INDIA. OLX INDIA MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PLATFORM IS APPROPRIATE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE PLATFORM FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.**

XVI. ASSIGNMENT [Go to top](#)

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by OLX INDIA without restriction. Any assignment or transfer by you shall be null and void.

XVII. ABILITY TO ACCEPT TERMS OF SERVICE [Go to top](#)

You affirm that you are at least 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

This Platform is intended only for adults and that you are eligible to contract as per applicable laws. If you are using/accessing this Platform as a representative of any person/entity, you acknowledge that you are legally authorized to represent that person/entity. Minors, i.e. users under 18 years of age, are only allowed to access the Platform with prior approval of their legal guardian. Minors are not allowed to use the Service. Minors under Indian law cannot enter into any contracts with third parties and hence, cannot transact using the Platform. If you are a minor under Indian law, please refrain from entering into any transaction through the Platform. If you are the legal guardian of a minor, you affirm and acknowledge that you cannot enter into any contract on behalf of a minor and neither can you bind a minor in a transaction. As a legal guardian of a minor, you acknowledge that you are contracting as an independent entity with a third party even if you are doing so at the insistence of a minor.

NOTICE TO MINORS:

If you are a minor, please do not send us your personal information, including your email addresses, name, and/or contact information. If you want to contact us, you may only do so through your parent or legal guardian.

XVIII GENERAL INFORMATION[Go to top](#)

XVIII GENERAL INFORMATION AND DISPUTE RESOLUTION

These Terms and the other policies posted on the Platform constitute the complete and exclusive understanding and agreement between you and OLX INDIA and govern your use of the Services and the Platform superseding all prior understandings, proposals, agreements, negotiations, and discussions between you and OLX INDIA, whether written or oral. The Terms and the relationship between you and OLX INDIA shall be governed by the laws of India. Any claim you may have against OLX INDIA shall be resolved by mutual discussions or negotiations between you and OLX INDIA. If within fifteen (15) days after commencement of such discussions and negotiations, you and OLX INDIA fail to resolve the dispute, then such dispute shall be resolved through arbitration by a sole arbitrator mutually appointed by both you and OLX. The arbitration shall be as per the Arbitration and Conciliation act, 1996. The seat of arbitration shall be Gurugram, Haryana, India. The venue of arbitration shall be any mutually agreed location in Gurugram, Haryana, India. All proceedings shall be in English. Subject to arbitration, the courts at Gurugram, Haryana, India shall have exclusive jurisdiction. The failure of OLX INDIA to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or inapplicable, you and OLX INDIA agree to persuade the court to give effect to the intention of both you and OLX INDIA as reflected in the provision. If any provision or provisions of these Terms is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Terms shall not in any way be affected or be impaired. These Terms shall inure to the benefit of and be binding upon the successors and assigns of both you and OLX INDIA.

XIX. VIOLATION OF TERMS AND LIQUIDATED DAMAGES[Go to top](#)

Please report any violations of the Terms that you become aware of by contacting us using the link at the bottom of the OLX INDIA homepage at www.OLX India.in. Any failure to act by OLX INDIA with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches by you or others. You understand and agree that, because damages are often difficult or impossible to quantify, if actual damages cannot be reasonably calculated then you will be liable to pay OLX INDIA the following as liquidated damages (and not a penalty):

I. If OLX INDIA establishes any limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay OLX INDIA Rs 10,000/- (Rupees Ten Thousand Only) for (i) each message posted in excess of such limits or (ii) for each day on which you access OLX INDIA in excess of such limits, whichever is higher.

II. If you are a Posting Agent that uses the Service in violation of these Terms, in addition to any liquidated damages under Section xx(e) below you agree to pay OLX INDIA Rs 10,000/- (Rupees Ten Thousand Only) for each and every item you post in violation of these Terms. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service, and such party (by engaging the Posting Agent in violation of these Terms) agrees to pay OLX INDIA an additional Rs 10,000/- (Rupees Ten Thousand Only) for each item posted by the Posting Agent on behalf of such party in violation of these Terms.

III. If you use OLX INDIA e-mail addresses or computer systems to send unsolicited e-mail advertisements to OLX INDIA e-mail addresses or any other party, you agree to pay OLX INDIA Rs 2500/- (Rupees Two Thousand Five Hundred Only) for each such e-mail.

IV. If you post messages in violation of these Terms, other than as described above, you agree to pay OLX INDIA Rs 10,000/- (Rupees Ten Thousand Only) for each such message. Notwithstanding the foregoing, OLX INDIA may, in its sole and absolute discretion, issue a warning before assessing damages pursuant to this Section xx(e).

V. If you aggregate, copy, display, mirror, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without OLX INDIA's express written permission, you agree to pay OLX INDIA Rs 10,00,000/- (Rupees Ten Lakhs Only) for each day on which you engage in such conduct.

VI. If none of the foregoing clauses (a) – (f) are applicable, you agree to pay OLX INDIA's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, OLX INDIA retains the right to seek equitable remedies, including without limitation, specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach or threatened breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof, without the necessity of posting a bond.

XX. PRIVACY POLICY [Go to top](#)

A. Data Protection under Indian Law

OLX INDIA is responsible for the collection, use, and retention of personal information as applicable under Indian law.

B. Type of Information Collected:

When you visit the Platform, we may collect certain non-personal information such as your Internet Protocol ("IP") address, operating system, browser type, and Internet service provider. This type of information does not identify you personally. When you register with the Platform, we may also collect personal information that you provide such as your name, mailing address, email address, phone/mobile number, home country, zip code, and certain other information in the event you log in via Facebook depending on your privacy settings including but not limited to your name, email address, profile picture, list of friends, education, etc. ("Registration Information"). You have the option of also providing to us your fax numbers, gender, age, and/or company name if you choose to register with OLX INDIA. If you provide your phone number, it may be displayed in your posting. Further, if you have provided your phone number and posted an advertisement using your account, you agree to receive communications on the provided phone number from our site which may include but not be limited to automated calls or text messages. The communication may require you to confirm and verify that your account has been used to post the relevant advertisement on the Platform. We may also collect information you directly submit to us such as the make, model, trim, year, and mileage of the car to be sold or bought in order to ensure that the communication you receive is relevant to your purposes. We may also collect additional information that our users provide, such as new or deleted postings, new or deleted comments, keyword searches, scam reports, and new contact sellers. We use a third-party payment gateway for purchases, and other third-party companies to monitor site traffic, which may, in some instances, store your information (see Section xxi(D) below). By using this Platform or the Service, you consent to the collection, storage, and use of the personal information you provide for any of the services that we offer, and you consent to our collection of any changes or updates that you may provide to any information you provide that is collected by OLX INDIA.

By using this Platform, you consent to share your geolocation data in order to publish information/advertisements of advertisements offered by users close to your location and vice-versa.

C. Cookies

We may use cookies to manage our users' sessions and to store preferences, tracking information, and language selection. Cookies may be used whether you register with us or not. "Cookies" are small text files transferred by a web server to your hard drive and thereafter stored on your computer. The types of information a cookie collects include the date and time you visited, your browsing history, your preferences, and your username. In some instances, our third-party service providers may use cookies on the Platform. We cannot control or access cookies used by third-party service providers. This Privacy Policy covers only Cookies used by us and not any cookies used by third parties. You have the ability to either accept or decline the use of cookies on your computer, whether you are registered with us or not. Typically, you can configure your browser to not accept cookies. However, declining the use of cookies may limit your access to certain features of the Platform. For example, you may have difficulty logging in or using certain interactive features of the Platform, such as the OLX INDIA Forum or Comments feature.

D. Third Parties

We use third-party service providers to assist us in measuring purchases and sales on our Platform and generally improving our Platform and monitoring our users' interests and activities. You hereby authorize OLX INDIA and/or third-party service providers engaged by OLX INDIA to collect, use, store, analyze, reproduce, publish, and adapt (either on its own or through a third-party service provider) the information in relation to your use of the Platform for the purpose of data analysis and for improving your experience on the Platform. In addition, the Platform may occasionally contain links to Third-Party Sites or provide you with information in relation to services that you may avail from any third parties. Information about services that you may choose to avail from these third-party service providers may be actively provided to you by OLX INDIA in any manner including through its various marketing and communication channels. You acknowledge that this is solely undertaken by OLX INDIA to improve your experience in relation to the use of the Platform and the provision of such services shall be subject to such additional terms and conditions of OLX INDIA and/or third-party service providers. OLX INDIA may also offer for free or for a fee, deliverables produced by third-party service providers in furtherance of any services that you may have availed from these third-party service providers in connection with the advertisement posted on the Platform, without any obligation (monetary or otherwise) towards you. OLX INDIA shall not be responsible for any service availed by you from such third parties or any payment made by you to such third parties in connection with the services. Any concern or claims in relation to such services should be directed by you to such third parties. If you click on the links to Third-Party Websites, you leave the Platform. We are not responsible for the content of these Third-Party Websites or for the security of your personal information when you use the Third-Party Websites. These third-party service providers and Third-Party Sites may have their own privacy policies governing the storage and retention of your personal information that you may be subject to. They may collect information such as your IP address, browser specification, or operating system. This Privacy Policy does not govern personal information provided to, stored on, or used by these third-party providers and Third-Party Sites. We recommend that when you enter a Third-Party Site, you review the Third Party Site's privacy policy as it relates to safeguarding your personal information. We use third-party advertising companies to serve ads when you visit the Platform. These companies may use information (not including your name, address, email address, or telephone number) about your visits to the Platform and Third-Party Websites in order to provide advertisements about goods and services of interest to you. On the Platform, Google, as a third-party vendor, uses cookies to serve ads. Google's use of the DoubleClick DART Cookie enables it to serve ads to the Platform's users based on their visit to the Platform and Third-Party Websites. For more information on the DART Cookie see http://www.google.com/privacy_ads.html. You may opt-out of the use of the DART cookie by Google by visiting the Google Ad and Content Network Privacy Policy at http://www.google.com/privacy_ads.html.. By publishing an ad on the Platform, you acknowledge and agree that the Content is public and accessible by any third party and that it may appear in search engine results (such as Yahoo!, MSN, Google, Altavista, and other search engines) and in the cache of those search engines, in feeds and Third-Party Websites pursuant to co-branding agreements, and that it is the sole responsibility of each of those search engines, Third-Party Websites or RSS web feed resources to update and/or to remove Content from their indexes and their cache. You agree and acknowledge that OLX INDIA is not liable for the information published in search results or by any Third-Party Website that carries OLX INDIA postings.

E. Select Partners

At OLX INDIA, we value your privacy and are committed to safeguarding your personal information. By using our Services, you acknowledge, authorize, consent and agree that we may share your data with select partners in the course of our business, who have agreed to respect and protect your privacy in the same manner we do. These select partners may use your information (being your contact information, details of the car to be sold or bought) to deliver services tailored to your preferences and interests. We only collaborate with other legally compliant entities that use your data solely for the purpose of providing you with relevant offers and services. We recommend you evaluate their Privacy Policy for further information how your data would be used by such entities. You retain the option to opt out of receiving such tailored services by contacting our customer support team/Grievance Officer. By continuing to use our services, you consent to the sharing of your data with our select partners for the purpose of receiving such personalized communications. We continuously strive to ensure that your personal information is handled responsibly and in line with your expectations. Please review our full Privacy Policy for detailed information on how we collect, use, and protect your data.

F. How Your Information is Used

We may use the information provided by you to: (i) enforce our Terms of Use, monitor user activity, such as keyword searches or new postings, and more effectively manage traffic on the Platform; (ii) provide customer services, create and manage user accounts; and (iii) assist you with technical difficulties. Also, we may share with third-party service providers certain information, such as your browser capabilities or operating system, that we have collected in order to better understand which advertisements and services may interest you. We may also share your contact information and details of your car with our select partners to deliver relevant personalised services. We may block users located in certain countries from using the Platform. We may retain such information for as long as is required to fulfill our business objective, even after your account is terminated.

G. Protecting Your Personal Information

You are a valued customer, and we recognize that protecting your privacy is important to you. For this reason, we are committed to protecting the personal information you provide in a variety of ways. We do not directly process any payments and do not store your credit card information. Secured socket layer ("SSL") technology is used for processing payment transactions with third-party service provider partners, such as PayU, PayPal, and DineroMail. Your Registration Information may be protected by a unique customer password and user ID. You should not disclose your password information to anyone and you should always remember to log off if using a shared computer. Lastly, you may utilize the Platform as an anonymous user by not registering. We have taken certain security protections in safeguarding your personal information. However, as with most electronic transactions, no method is 100% safe. While we strive to use a commercially acceptable means to protect the personal information you provide, we cannot guarantee its security. Therefore, you acknowledge and agree that we assume no liability regarding the theft, loss, alteration or misuse of personal or other information or Content, including, without limitation, such information that has been provided to third parties or other users, or with regards to the failure of a third party to abide by the agreement between us and such third party. You may participate in our Forum or utilize our Comments feature. For postings to the Forum, your username will be posted. For postings using the Comments feature, your name and email will only be posted if you provide it in the comment. We strongly discourage posting any information on these features or in any Content posted by you that you do not want others to see. You agree that you are responsible for

maintaining the confidentiality of your username and password, and all uses of your account, whether or not you have authorized such use.

H. Accessing and Modifying Personal Information and Communication Preferences

You may access, remove, review, and/or make changes to the personal information that you have provided to us [via the Contact Support form](#). You need not register in order to post or respond to advertisements on the Platform. If you register or respond to advertisements or posts on the Platform or post any content on the Platform, we may send you certain notifications, advertisements, promotions, surveys, text messages, specials, and phone calls in relation to the Services.. We may also send you any legally required notifications and certain notifications, including but not limited to, service-related notices or notices regarding a change to any of our policies. For example, we may send you a notice regarding server problems or scheduled maintenance to the Platform. In order to opt-out of receiving these notices, you may need to deactivate your account. You can opt-out of certain e-mail communications from us, including our newsletters, advice on buying and selling on the Platform, notifications that a user has commented on your posting, and notifications that you can refresh your posting. We will not change your preferences without your consent. You cannot opt-out of receiving transactional communications from OLX INDIA related to your account.

I. Disclosures

On rare occasions, we may be required to disclose your personal information due to legal or regulatory requirements. In such instances, we reserve the right to disclose your personal information as required in order to comply with our legal obligations, including but not limited to complying with court orders, warrants, subpoenas, service of process requirements, or discovery requests. We may also disclose information about our users to law enforcement officers or others, in the good faith belief that such disclosure is reasonably necessary to enforce these Terms and/or Privacy Policy; respond to claims that any Content violates the rights of third-parties; or protect the rights, property, or personal safety of OLX INDIA, our users or the general public; or we are in notice of any criminal activity being conducted via the Platform. You agree and acknowledge that we may not inform you prior to or after disclosures made according to this section. If substantially all of our assets are sold or merged into another company, the acquiring company shall be given access to your personal information without your consent. If we sell only a part of our business, the acquiring entity shall have access to your personal information without your consent and we may send you a notice regarding this sale.

J. Notification of Changes

We reserve the right to change these Terms from time to time, and at our sole discretion. We may send you a notice regarding material changes to these Terms, including the Privacy Policy or the Platform. You should make note of the "last updated date" at the beginning of the Terms. With this information, you should be able to identify if the Terms have been updated recently.

K. Disputes

Any and all disputes regarding your privacy are subject to these Terms, the Privacy Policy and the laws of India.

L. How to Contact Us

If you have questions about this Privacy Policy, please contact OLX INDIA [via the Contact Support form](#).

XXI. GRIEVANCE OFFICER [Go to top](#)

If you have any grievance with respect to the Platform or the Service, you can contact our grievance officer at:

- Name: Baishakhi Mukherjee
- Email: grievance-officer@olx.in