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- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
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- To defame, intimidate, annoy or otherwise cause nuisance or breach the rights of any person.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

We may enlist the services of a third-party Web-statistics service provider, but only under the condition that the service-provider's use of this anonymous data is limited to providing the services we request. In order to collect anonymous statistics about our Web traffic, we may use "web beacons" (also known as "pixel tags" or "clear GIFs")

The foregoing are subject to the laws of the Republic of India and the courts in Mumbai. India shall have the exclusive jurisdiction on any dispute that may arise out of the use of this site. Please proceed only if you accept all the conditions enumerated herein above, out of your free will and consent.

TERMS AND CONDITIONS GOVERNING THE COMPLIMENTARY MAHINDRA IMAXX SERVICE SCHEME AVAILABLE WITH PURCHASE OF SELECTED MAHINDRA TRUCK AND BUS VEHICLES

Terms and conditions mentioned herein shall be binding for the User.

1. DEFINITIONS

- a. "Company" means Mahindra Truck and Bus Limited, registered under the Companies Act, 1913 with registered office at Mahindra & Mahindra Limited, Gateway Building, Apollo Bunder, Mumbai-400 001 and all of its approved and assigned affiliates.
- b. "Telematics Service Provider" means Intangles Lab Pvt. Ltd, a private limited company duly incorporated under the Companies Act, 1956, with registered office at 204, Viola, Nyati Windchimes, Undri, Pune 411060, India and all of its approved and assigned affiliates.
- c. "Mahindra iMAXX" or 'iMAXX' means Telematics Services provided by the Company under the Mahindra iMAXX brand which caters to Vehicle Tracking and Fleet Management Services (Hereinafter referred to as "iMAXX", which expression includes its substitutes and assign)
- d. "Scheme" shall mean the 1/3 year free Mahindra iMAXX telematics service subscription offer that is valid for selected new vehicles purchased by the customers.
- e. "User" means an individual/company/ Institution /firm/organization who/which has purchased a vehicle from Mahindra Truck and Bus on which the Scheme is applicable and activated his account. This expression shall include his kin, administrators, successors, legal dependents and allowed assigns and benefits.
- f. "Telematics Unit" means the Telematics device used for providing Mahindra iMAXX Service, which is installed in the vehicle for (through) which such services are provided.
- g. "Network" shall mean Telecom Service Provider network through which Mahindra iMAXX Services are made available.
- h. "Subscription Period" shall mean the validity period of the Scheme (refer d)and shall last for a period of 1/3 years from date of sales invoice of the vehicle .
- i. "Commencement Date of Service" means the date of commencement of the subscription period. For the 1/3 year free subscription, this commencement date is the date of sale of vehicle. 'Closing date of service' means the last date of the subscription period. For this scheme it would be 1/3 years after the date of sale of vehicle.
- j. "Telecom Service Provider " A company which owns the SIM cards provided for installing in the telematics unit and is holding necessary licenses to

offer telecom related communication and data connectivity services for Mahindra iMAXX Services.

- k. "M2M SIM card" will mean a machine to machine SIM card provided with the Telematics Unit by the Company and registered in the name of the Telematics Service Provider. These SIM cards work only for transmitting data from the telematics unit to the Mahindra iMAXX servers. All other functionalities apart from telematics unit to telematics server data transfer, like voice call and text message, are disabled on such SIM cards.
- l. "User Data" shall mean all the data related to the vehicles operated by the Users and collected through the IMAXX system. The ownership of the data for 90 days will reside with the User while the company and its affiliates shall act as the custodian of the data and provide storage and maintenance of the same for the period of the custody.

2. SERVICES

The Company shall provide the following services to the Users:

- a. After the delivery of the vehicle, on which the scheme is applicable, by the Dealer the User will be provided with a login link in a welcome email. The user will have the option to set his/her password using the link.
- b. For security purposes, the system will keep the records of last login for a specified login ID with number of logins, duration (only for last login), and IP address. The system will also have auto log-off facility. The password will be generated using encryption technique. The User will be able to track their vehicle fitted with Telematics Unit online on real time basis.
- c. The User will be able to track their vehicle fitted with Telematics Unit online on real time basis.
- d. The User will be able to generate reports based on the tracking history.
- e. The User will be able to opt for and get the Email/SMS alerts related to tracking of his vehicles.
- f. The User will have an option to select all or some of the alerts from the list available on Mahindra iMAXX website based on his requirements. The list may vary from time to time.
- g. The Company will have a helpdesk/call center to support and service the IMAXX Users.
- h. The Company will retain the User Data pertaining to IMAXX telematics Services for twelve months only. The user will have free access to this data online or through a specific request. The company will not be able to fulfill any request for data older than 12 months.

3. PROVISIONS FOR SERVICES

- a. The Company reserves the right to disclose any/all data to government authorities on demand from an authority (and without notice where directed) directly or through Company's telematics service provider.

- b. The Company reserves the right to withdraw or amend the IMAXX Services which may arise due to government policies or any other reasons without any prior notice.
 - c. The allocation of Subscription to the IMAXX Services is at the sole discretion of the Company and it reserves the right to accept/reject any application without assigning any reasons. The User consents and authorizes the Company to use the data provided by the User for use by the Company.
 - d. The Company hereby makes it explicit that it does not guarantee 100% uptime due to any reason, of the service. A failure in service 'up-time' does not entitle the User to a refund or damages of any form.
 - e. The availability of IMAXX Services shall be subject to Force Majeure as mentioned in Clause 14.
 - f. The Company reserves the right to temporarily suspend in full or part the IMAXX Services at any given time without notice to the Users, if the Company's or the telematics or telecom service provider's infrastructure fails or requires upgradation or maintenance.
 - g. These terms and conditions shall become effective from the date of commencement of the IMAXX service. The terms and conditions shall continue to remain in force until the user's subscription is terminated.
4. PRIVILEGES AND OBLIGATIONS OF THE COMPANY
- a. The Company shall be responsible for providing the IMAXX Services to the User as mentioned in Clause 2.
 - b. Without prejudice, in no event shall the Company, its employees, directors, representatives and successors be liable for any direct, indirect, incidental or circumstantial damages, loss, expenses of whatsoever nature, including but not limited to, deficit of profit or loss of business associated to the provision of the service to the User.
 - c. The Company shall not be responsible for any act of commission or omission of any third party/supplier/manufacturer/agency/firm offering any appendage or benefit to the User without any consent or authority of the Company.
 - d. The Company is entitled, after prior announcement and confirmation, to change, defer , add, withdraw any service and/or modify, alter, add, delete, abstract any/all charges, discounts, validity date, Subscription Plans, etc., at any given point at its sole discretion for single or multiple, or all of its Users.
 - e. The Company reserves the right to transfer or assign and/or delegate all or part(s) of its obligations, rights and/or duties under these terms and conditions to any party. Such transfer/assignment shall release the Company from all liabilities under these terms and conditions.
 - f. The Company reserves the right to disclose any information or particulars associated to the User to any authority, statutory or otherwise, including but not limited to, any security agencies, and reserves the right to comply with the directions of such authorities at its discretion and without intimating the User.

- g. The Company reserves the right to pursue/investigate particulars provided by the User to the Company, in any manner without notice or intimation.
- h. The Company reserves the right to provide support and service through its new or existing channel partners, dealers and franchisees spread across India or overseas.
- i. The Company and its affiliates or service providers shall have the right to have internal access to User Data and track any/all the vehicles and its related tracking data at all times in order to provide IMAXX service and support.
- j. The Company shall not be liable for any compensation for any data loss due to maintenance activity, repairs, etc. being undertaken by the Company which may or may not be due to internet link failures or owing to mandatory statutory regulations or natural calamities. However, all efforts from the Company shall be made to ensure speedy restoration.
- k. The Company shall not be responsible in any way for any loss or theft or damages occurring to the user on account of misuse or unauthorized use of the password of the IMAXX website.

5. PRIVILEGES AND OBLIGATIONS OF USER

- a. The user gets access to the IMAXX telematics service as a virtue of his purchase of the new vehicle on which the scheme is applicable
- b. In case the user wishes not to activate the scheme, then the user needs to send an email to IMAXX@mahindra.com clearly stating his disinclination to avail the scheme. Upon receipt of such email, the company would deactivate the website access allocated to the user as per the scheme. However the user acknowledges and agrees that the company may collect and use all data generated by or derived from the IMAXX system fitted on the vehicle, for various purposes including but not limited to product design, Engineering and performance monitoring, so long as such data remains non-personally identifiable, anonymous and without any reference to user's personal details
- c. The user can re-activate the scheme at any time during the subscription period of the scheme by again sending an email to imaxx@mahindra.com. Such reactivated scheme will only be valid for the balance subscription period of the scheme and will end on the closing date of service of the scheme (1/3 years from date of sales invoice of the vehicle)
- d. The User shall not transfer the Telematics Unit or any part of it (including the M2M SIM card) from the original vehicle or device on which the IMAXX subscription is active. If such cases are discovered, the Company will take appropriate actions as mentioned in Termination of Services Clause of this agreement (Clause 6).
- e. The User shall allow the Company's representative at all reasonable times to attend and inspect the Telematics Unit.

- f. The User shall indemnify or keep indemnified the Company or/and its affiliates and telematics service provider against all claims made against the Company or/and its affiliates and telematics service provider for loss or damage suffered by the user or it's company by reason of any loss or damages or injury suffered by any person due to the operation or otherwise in connection with the said Telematics Unit, whether such loss or damage is caused by the User or its employee or employees or any other person except the Company or its representative.
 - g. The User is not authorized to transfer or assign its obligations and liabilities to any other party as per the terms and conditions mentioned in this document without prior approval from the Company.
 - h. The User shall not use the service (including the M2M SIM card used to deliver the service) for any unethical, wrongful, illegitimate or atrocious purpose or for sending detestable, indecent, threatening, and unsolicited messages to create any damage to the Company or any other individual whomsoever. Any such misuse shall under no circumstance be attributed to the Company and the User shall be solely responsible for such acts. The User hereby agrees to indemnify and hold harmless the Company and its agent and channel partners and telematics service providers from all suits, costs, damages or claims of any kind arising out of any act or omission or misuse of the service by the User or any other person with or without the consent of the User.
 - i. In the event of there being any deficiency in services, the User shall intimate the Company by email at imaxx@mahindra.com within a period of 5 (five) days of the occurrence of the deficient service and thereupon the Company shall make all reasonable efforts to rectify or resolve the same within a reasonable period of time.
 - j. If the user experiences a temporary discontinuation or disruption of IMAXX services under the scheme due to device failure, website outage or any other technical breakdown or any other reason whatsoever, he/they will not be entitled to any compensation in any form. Further the subscription period of the scheme for the vehicle on which such disruption of services occurs will not be extended under any circumstances and will end on the closing date of service.
6. BARRING/DEACTIVATION/TERMINATION OF SERVICES
- a. If the User removes the Telematics Unit or any part of it and tries to install it on any other vehicle, the IMAXX Services on the concerned vehicle Telematics Unit will be terminated by the Company.
 - b. The service features and its quality, availability and/or reliability may be affected and/or the Company is authorized to reject, restrict, terminate, and/or interrupt the services in full or in part, at any given time without any liability, at its sole discretion with respect to single or multiple Users without any advance notice for whatsoever reason and/or due to below-mentioned factors which may include but are not limited to:

- a. Modifications or amendments in the law, rules and regulations, guidance, release of order, etc. by the concerned government authorities.
 - b. Modifications or amendments in Company rules and regulations, guidance, etc. which may be due to technological upgradations, and back-end infrastructure breakdown, disruption in GPS/GSM/GPRS connectivity.
 - c. Technology limitations of any sort or disruption in third party service provider with which the Company is associated.
 - d. Force Majeure circumstance as mentioned in Clause 14.
 - e. Any discrepancies/wrong information provided by the User.
 - f. In case of misuse of services or breach of any terms and conditions by the User or use of services for wrongful reasons that breaches any laws or badly affects the Company's service, the Company reserves the right to terminate the services in respect of such Users/vehicles.
- c. The Company reserves the right to suspend/terminate the IMAXX Services for any actions by the User or its successors, administrators, executors which jeopardizes the rights, property, or personal safety of the Company, its Group Companies, its any third party, its other Users or the general public.
 - d. For any other cases the Company reserves the right to suspend/terminate the IMAXX Services for such Users at its sole discretion by giving reasonable notice to the User.

7. MAILING

For the purpose of communicating with the user as also sending notifications and alerts from Mahindra iMAXX, the Company shall use email addresses and contact numbers given by the user to the dealer at the time of booking of vehicle sales order. Should user want any changes in the email ID or nay other contact information, he should send a mail to imaxx@mahindra.com. The Company shall not be responsible for communication not reaching the User due to wrong contact/ mailing information given to the dealer.

8. UNDERTAKING BY THE USER

- a. All notifications are required to be given in writing by one party to the other hereunder and served on the other party at the address of the party given at the initiation of this document by registered post or email or delivery in person with acknowledgement.
- b. The User undertakes that the IMAXX Services will be used by him for his own purpose and will not be sublet or issued to any third party.
- c. The User undertakes to permit access to Mahindra iMAXX Services only to its authorized personnel/employees/representatives. Any consequences of the access provided to any other persons by the user shall be liable to the user only.
- d. The User or his representatives shall not violate/breach the security systems of the Company.

- e. In case the User Telematics Unit is lost or stolen, the User shall inform the Company immediately. The Company will not be liable for any misuse on account of loss or theft of the Telematics Unit.

9. PRIVACY

- a. The IMAXX Service is designed using various passwords, Usernames and access codes (collectively referred to as “Passwords”) to protect User’s privacy. The Company has taken reasonable precautions to ensure such passwords are kept confidential on the Mahindra iMAXX Server. It shall be the sole responsibility of the User to protect the privacy of their passwords and the Company will not be liable for any wrongful use of the User’s data arising from the misuse of the passwords. The Company reserves the right to disable the password, at any point in time, if the User fails to comply with any of the terms mentioned in this document.
- b. Unfortunately, the transmission of information via the internet is not completely secure. Although the Company has taken various measures to protect the User data, it cannot be completely guaranteed. The Company does not take responsibility for security of the data transmitted to the Site; any transmission is at User's own risk. Once the data is received at the company’s designated servers, the Company will use strict procedures and security features to provide data security and to prevent any unauthorised access.

10. SUPPORT CONTACT DETAILS

In case of any complaints, feedback or assistance, Users can contact the Company or Service Provider on below-mentioned contact details.

Toll-free no.: 1800 200 3600 / 8088 865 865

Email ID: imaxx@mahindra.com / mahindrainmaxx@intangles.com

11. GOVERNING LAW & VALIDITY

The validity and construction of terms and conditions of this document shall be governed by and interpreted in accordance with the laws of the Republic of India. The courts of Mumbai, India will have the exclusive Jurisdiction in respect of the subject matter stated herein.

These terms and conditions as mentioned in this document and the special Subscription Plan, with the terms and conditions, is the understanding between the Company and the User in full and it offsets all prior understanding whether verbal or written and all enactments and other communications between the Company and the User hereto in case of any contradiction between these terms and conditions and Subscription Plan, the latter shall abide.

12. SYSTEM REQUIREMENTS

Mahindra Truck and Bus recommends Users the following system settings for accessing and viewing the website of Mahindra iMAXX

Processor Type	Internet Mode/Speed	Display Settings for PC	Operating System for PC	Web Browser for PC
Intel Core 3/5/7 or any equivalent suitable type	2 Mbps	1024 X 768 and higher	Windows 10 or (any OS which is browser enabled)	IE 9 & Above Latest Chrome or Firefox

13. CONFIDENTIALITY

Both the Company & User shall maintain confidentiality of each other's proprietary information and intellectual property, which each party shares with the other for the execution of the work under this agreement.

14. FORCE MAJEURE & JURISDICTION

Neither party will be liable for any failure or delay in performing any of its obligations mentioned in this document, if such delay or failure is due to cause beyond its reasonable control, such as natural catastrophes, acts of God, governmental acts or omissions or strikes or difficulties.

This agreement shall be governed by and construed in accordance with the laws of the Republic of India and Jurisdiction shall vest in the courts in Mumbai only.