

TERMS AND CONDITIONS

Last Updated:

(A) INTRODUCTION AND SCOPE

These terms and conditions (“**Terms**”) govern the use of services made available on or through [\[insert website\]](#) and/or the Hooraa mobile application (collectively referred to as the “**Platform**” and, together with the services made available on or through the Platform, the “**Services**”).

These Terms also include our **Privacy Policy**, as well as any additional guidelines, notices, operating rules, instructions, or supplemental terms and conditions that may be issued by Hooraa Technologies Private Limited from time to time (collectively, the “**Supplemental Terms**”). The Privacy Policy and the Supplemental Terms shall form an integral part of these Terms. In the event of a conflict between these Terms and any applicable Supplemental Terms, the Supplemental Terms shall prevail.

(B) LEGAL NATURE OF THE TERMS

These Terms constitute a binding and enforceable legal agreement between **Hooraa Technologies Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at **Arihant Kohinoor, Trimurti Nagar, Nagpur – 440022, Maharashtra, India** (hereinafter referred to as “**Hooraa**”, “**Company**”, “**we**”, “**us**” or “**our**”), and you, an independent third-party service provider who has registered on the Platform to offer vehicle grooming services to customers (hereinafter referred to as “**you**” or “**Service Provider**”, which includes both Partner Managers and Service Partners, as defined under the relevant agreements and Platform policies).

By accessing or using the Services or the Platform in any manner, you represent and warrant that:

1. You are legally competent and fully capable of entering into a binding contract;
2. If you are acting on behalf of another person or entity, you have the legal authority to bind such person or entity to these Terms;
3. You have read, understood, and agreed to be bound by these Terms and any policies or guidelines issued by Hooraa from time to time.

If you do not agree to these Terms or are not authorized to bind the entity you represent, you must immediately stop using the Platform and Services.

(C) LANGUAGE OF CONTRACT

For ease of reference, Hooraa may provide translated versions of these Terms in various Indian languages. However, **the English version of these Terms shall be the controlling version**, and in

the event of any ambiguity or inconsistency between the English version and any translation, the **English version shall prevail** for all legal and operational purposes.

(D) ACCEPTANCE AND MODIFICATION

By accessing, registering on, or using the Platform and Services, you explicitly acknowledge and agree that:

1. You have read and understood these Terms in their entirety;
2. You accept and agree to be bound by them, including the Privacy Policy and any applicable Supplemental Terms;
3. These Terms supersede all prior written or oral understandings or agreements between you and Hoorá in relation to the Services, unless specifically referenced and incorporated.

If you do not accept or agree with any portion of these Terms, you may not access or use the Platform.

1. SERVICES

(a) Scope of Services Provided by Hoorá

The Services include access to the Hoorá Platform, which enables registered Service Providers (Partner Managers and Service Partners) to offer **vehicle grooming and cleaning services** to end-customers registered on the Platform ("**Customers**").

As part of the Services, **Hoorá**:

1. Assists you in determining the amounts payable by Customers to you for the services rendered through the Platform;
2. Facilitates the **efficient utilisation of your time** through optimized service scheduling and routing;
3. May offer guidance and platform tools designed to help **maximize your earnings potential**;
4. Facilitates the **collection and transfer of payments** from Customers to Service Providers and may collect such payments on your behalf.

These Services may be made available under the Hoorá brand or any other brand owned, managed, or licensed by Hoorá or its affiliates.

(b) Nature of Services Rendered by You

The vehicle grooming and allied services that you render directly to Customers through the Platform are referred to as “**Vehicle Grooming Services.**”

The provision of the Platform and associated technological, operational, and financial facilitation by Hoorá (the “**Services**”) does **not include** the performance of these grooming services. Hoorá and its affiliates:

- Do **not** employ you;
- Do **not** act as your agent, contractor, partner, or employer in any capacity;
- Have **no responsibility** for the actual grooming services performed.

You act in the capacity of an **independent third-party service provider**, and you are **solely liable and responsible** for the Vehicle Grooming Services that you offer or provide through the Platform, including all service quality, customer satisfaction, safety compliance, and lawful execution of such services.

(c) Commercial Use and Communication

The Platform and Services are intended solely for **your commercial use within India** and may not be used for any non-commercial or unlawful purposes.

As a key part of the Services, Hoorá may send you **SMS messages, emails, app push notifications**, and/or in-app messages in connection with:

- Bookings and service requests;
- Your availability and service status;
- Earnings, operational updates, and performance;
- Promotional and marketing communication strategies.

While you may request to opt-out of receiving certain non-essential communications by contacting **(Email Id)**, you acknowledge and agree that doing so may affect Hoorá’s ability to provide a part or all of the Services to you, and may limit your use of the Platform.

(d) Orientation, Onboarding, and Fees

Before you can begin using certain parts of the Services or start offering Vehicle Grooming Services through the Platform, you are required to attend a **mandatory orientation and onboarding program**, which will be held in person or digitally, as per Hoorá’s operational policies.

The purpose of the orientation is to help you understand:

1. How the Hooraa Platform functions;
2. Standard operating procedures for grooming services;
3. Tools, kits, and digital features provided by Hooraa;
4. Methods to enhance service quality and customer satisfaction;
5. Best practices for **maximizing your earnings** through the Platform.

You agree and confirm that you shall attend such orientation programme(s) as directed.

Hooraa reserves the right to charge a one-time, non-refundable orientation or onboarding fee, which may vary based on the city, vehicle type, or service category. You will be informed of the applicable fee in advance. This fee may be **deducted in installments** from your earnings after you begin accepting bookings on the Platform.

(e) Consumables During Orientation

You further acknowledge that certain **consumable products (e.g., cleaning solutions, microfiber cloths, test kits, etc.)** will be used during the orientation or training phase. The **entire cost of such consumables shall be borne by you**, and Hooraa is under no obligation to refund or compensate for any expenses related to these items.

If you fail to meet the onboarding performance standards prescribed by Hooraa — whether technical, behavioural, or operational — and are not cleared to begin service via the Platform, you will not be entitled to a refund for any such consumables or incidental expenses incurred.

2. ACCOUNT CREATION

(a) Eligibility and Account Registration

To access the Services and to offer Vehicle Grooming Services through the Platform, you are required to register and create a **Service Provider account** on the Hooraa mobile application or website (your “Account”).

During registration, you must:

- Set up a unique username and secure password;
- Submit accurate personal and professional details including but not limited to:

- Full name, mobile number, and current residential address;
- Government-issued photo identification (e.g., Aadhaar, PAN);
- Proof of age (minimum **18 years** required);
- Trade licenses or approvals (if applicable under local laws);
- Bank details for payouts.

As part of the onboarding process, you may be required to make a **security deposit** based on your service role, kit type, or regional category. The amount of this deposit will be notified in advance. Subject to deductions for any dues or damages owed to Hoorá, the refundable portion of this deposit will be returned to you **within 14 (Fourteen) days** of the termination of these Terms.

(b) Accuracy of Information

You represent and warrant that all information submitted during the creation and maintenance of your Account is **true, current, and accurate**. You agree to **promptly update** your details on the Platform in the event of any change in your contact information, documentation, or service capacity. Hoorá shall not be liable for any service disruptions or legal issues arising out of outdated or false data provided by you.

(c) Background Verification

You consent to Hoorá and/or its authorized third-party vendors conducting **background verification checks** (at your sole cost), both at the time of onboarding and **periodically thereafter**, as deemed necessary by Hoorá. This may include but is not limited to:

- Identity verification;
- Criminal background screening;
- Past employment or service conduct checks.

Your continued access to and use of the Platform is **subject to successful completion of background verification** and your compliance with Hoorá's vetting standards, as determined solely by Hoorá in accordance with applicable laws and internal policies.

If you are granted provisional access to the Platform prior to completion of verification, such access is **conditional** and may be revoked if your verification report fails to meet Hoorá's standards.

Hoorá undertakes **commercially reasonable efforts** to perform background checks, but does not guarantee the absolute safety, security, or welfare of any Service Provider or Customer.

(d) Account Limitation

Each individual is allowed to **own and operate only one Account** on the Hoorá Platform. Creating or using multiple accounts for any reason is strictly prohibited. If Hoorá determines that you have registered or are operating more than one Account, Hoorá reserves the right to **immediately revoke your access** to the Platform and Services **without notice**.

(e) Confidentiality and Access Control

You are solely responsible for maintaining the **confidentiality and security** of your login credentials, including your password and registered mobile number. You must:

- Notify Hoorá immediately in case of any suspected or actual breach of your Account;
- Not share your login credentials or permit any other person to access your Account under any circumstances.

If Hoorá reasonably determines that you have shared your credentials or permitted unauthorized use of your Account, Hoorá may **suspend or terminate your access** to the Platform and Services without prior notice.

(f) Accountability for Account Activity

You are **fully responsible and liable** for all activities conducted through your Account, whether authorized by you or not. Hoorá shall not be responsible for any loss, misuse, or damages resulting from unauthorized access or use of your Account.

(g) Communication Consent

By registering on the Hoorá Platform, you agree to receive communications from Hoorá, including but not limited to:

1. Information regarding your Account, service requests, and operational updates;
2. Promotional messages, campaigns, and service-related offers;
3. Service feedback requests and performance-related communication.

These communications may be delivered through SMS, email, in-app notifications, or phone calls. You may opt-out of promotional messages through available opt-out options, but **essential operational communications are mandatory** for continued access to the Services.

3. BOOKINGS AND CREDITS

(a) Booking Leads

The Hooraa Platform enables you to receive and accept **service requests (“Leads”)** for vehicle grooming services based on your availability, location, and performance. When a Lead is made available to you:

- You must follow the instructions shown in the Hooraa mobile app to **confirm the request**;
- You must provide any required inputs, confirmations, or service-related details as prompted.

Failure to act on Leads within the given time window may result in the Lead being reassigned or marked as rejected.

(b) Ranking of Service Providers

Your visibility and priority on the Hooraa Platform are based on an internal **ranking system** that determines how and when Leads are allocated. Your ranking is determined in the following order of priority:

1. **Your customer ratings and feedback;**
2. **Your proximity to the customer’s service location;**
3. **The number of Leads you have already accepted on that day or time slot.**

High-ranking Service Providers may receive preferential access to high-value Leads or time slots, at Hooraa’s sole discretion.

(c) Hooraa Credits and Pre-Deposits

(i) **Hooraa Credits**

To access certain features and service segments on the Platform, you must maintain a **minimum balance of Hooraa Credits** in your Account. These credits are obtained by making advance payments to Hooraa, which will then be reflected in your credit balance on the Platform.

If your credit balance falls below the minimum threshold, **your access to Leads may be restricted** until replenishment. Hooraa may also, at its sole discretion, require additional service-specific fees or platform access charges.

(ii) **Pre-Deposit Requirement**

To accept and confirm a Lead, you may be required to maintain a **Pre-Deposit** of Hooraa Credits with Hooraa. The amount of the Pre-Deposit:

- Will be communicated in advance;
- May be calculated as a fixed sum or as a percentage of the Lead's value;
- Must be maintained continuously in your Hooraa Account to ensure eligibility for receiving Leads.

You understand and agree that Hooraa will **only share customer details with you once the applicable Pre-Deposit** has been secured.

(iii) **Auto-Deduction from Earnings**

To ensure the required Pre-Deposit is maintained, you authorize Hooraa to **automatically deduct necessary amounts from your payouts**, prior to crediting your earnings, as and when required.

(iv) **Use of Credits**

You may also use your Hooraa Credits to purchase additional services, tools, consumables, or platform features offered by Hooraa to Service Providers from time to time.

(d) **Promotions and Subscription Packages**

(i) **Promotional Credits**

Hooraa may, at its sole discretion, issue **free or promotional credits** ("Promo Hooraa Credits") to your Account, or make available redeemable codes linked to service rewards. These are governed by the following terms:

- Promo Hooraa Credits are **non-transferable, non-refundable, and not convertible to cash**;
- They may be **disabled, revoked, or withdrawn** by Hooraa at any time without prior notice or compensation;
- They must not be duplicated, sold, or used by anyone other than the registered Account holder;
- Expiry or usage limits may be applied at Hooraa's discretion.

(ii) **Subscription Packages and Minimum Business Guarantee**

Based on your performance metrics (e.g., ratings, reviews, reliability), Hoorá may offer you:

- **Subscription packages** (in exchange for Hoorá Credits), which may include benefits such as:
 - Priority Lead allocation;
 - Lower platform fees or commission deductions;
 - Predictable booking volumes.
- **Minimum Business Guarantee schemes**, which ensure a defined number of Leads or revenue potential over a specified time period.

These schemes will be governed by specific **terms and eligibility conditions**, which will be communicated to you prior to enrolment. You must review and accept the applicable terms before opting in.

(iii) Compensation for Unmet Minimum Guarantees

If Hoorá fails to meet its guaranteed minimum commitment under an accepted business guarantee scheme, you may be **eligible for compensation**, provided:

- You met all performance obligations;
- You complied with Lead acceptance rates and service delivery standards;
- No customer experience issues or violations occurred on your part.

(iv) Termination of Business Guarantee

If you fail to meet your obligations under a minimum business guarantee, Hoorá may **terminate your access to such guarantees** and revert your Account to standard access.

However, Hoorá shall **not impose penalties** if the failure is caused due to Hoorá's fault, which shall include:

- Downtime or outages in Hoorá's Platform;
- Technical issues with the app or device connectivity;
- Disruptions not attributable directly or indirectly to your actions.

(v) Acknowledgement of Purpose

You acknowledge that subscription packages and business guarantees are designed to:

- Improve your access to Leads; and
- Enhance overall customer experience.

Nothing in these schemes shall be construed as Hooraa assuming responsibility for the **actual grooming services** provided by you.

(e) Performance-Based Schemes

From time to time, Hooraa may introduce **performance-linked incentives** for high-performing Service Providers, including but not limited to:

- Preferential Leads or time slots;
- Platform fee waivers;
- Access to premium customers.

Performance will be evaluated based on factors such as:

- Customer feedback and ratings;
- Timely acceptance and execution of Leads;
- Compliance with operational protocols.

Eligibility criteria and terms will be communicated in advance and may be revised at Hooraa's discretion.

(f) Right to Withhold Credits

Hooraa reserves the right to **withhold, revoke, or deduct any Hooraa Credits or Promo Hooraa Credits** if it reasonably believes that:

- They were issued or applied in error;

- Their use was fraudulent, illegal, or in violation of applicable terms;
- There was any misuse of promo codes or offers in breach of these Terms or Hoorá's policies.

4. Service Partner

(a) Engagement of Service Partner

You agree and acknowledge the following terms related to your engagement of any **Service Partner** (a person assisting you in the provision of Vehicle Grooming Services through the Hoorá Platform):

(i) Requirement of Prior Approval

You shall not engage or involve any other person ("**Service Partner**") to assist you in the provision of grooming services unless **expressly authorized in writing by Hoorá**. The following terms shall apply if Hoorá permits you to engage a service partner:

(A) You must be registered in a service category where the engagement of a service partner is **explicitly permitted** by Hoorá. Not all services or cities allow **Service Partner** support. You are responsible for confirming such eligibility with Hoorá in advance.

(B) Any **Service Partner** you intend to engage must be **formally registered on the Hoorá Platform** as a **Service Partner** linked to your Account. Hoorá reserves the right to request valid documentation from the **Service Partner** including, but not limited to:

- Government-issued identification,
- Proof of residency,
- Age verification, and
- Any other document Hoorá deems necessary.

You further agree that Hoorá may conduct a **background verification** of your **Service Partner**, and all associated costs will be **borne solely by you**.

(C) The **Service Partner** must be **at least 18 (Eighteen) years of age** at the time of registration.

(D) For safety, cultural, and comfort reasons, the **Service Partner** must be of the **same biological sex** as you.

(E) The **Service Partner** must be **legally eligible and authorized** to assist you in providing grooming services under applicable Indian laws.

(F) You agree to comply with any other specific terms, policies, or instructions issued by Hoorá from time to time regarding the engagement of **Service Partner**.

(ii) One Service Partner Only (Unless Specified)

Unless otherwise authorized in writing by Hooraa, you may **not use more than one (1) Service Partner** while rendering grooming services to any Customer.

(iii) Mandatory Personal Presence

You are required to be **physically present** with the **Service Partner** at all times during the service appointment. The **Service Partner** may not attend or conduct a service alone under any circumstance.

(iv) Liability and Indemnification

Any violation of these Terms by your **Service Partner** shall be treated as a **direct breach by you**, and Hooraa reserves the right to take disciplinary action against your Account including suspension or deactivation.

Further, you agree to **fully indemnify and hold harmless** Hooraa, its affiliates, officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, penalties, or expenses (including legal costs) arising out of or in connection with any act or omission of the **Service Partner**.

(v) No Employment Relationship

You acknowledge that there exists **no employment relationship** between Hooraa and your **Service Partner**. The **Service Partner** is engaged solely by you in your independent capacity as a service provider on the Platform.

(vi) Compensation and Expenses

You are **solely responsible** for compensating the **Service Partner** based on the agreement between you and the **Service Partner**. Hooraa shall not:

- Pay the **Service Partner** directly;
- Reimburse you for any costs associated with engaging the **Service Partner**;
- Pay you any additional fees for services delivered with the assistance of a **Service Partner**.

(vii) No Delegation of Responsibility

The engagement of a **Service Partner** by you does **not constitute delegation, sub-contracting, assignment, or transfer** of your obligations under these Terms. The **primary responsibility and liability** for the performance of services shall always remain with you.

(b) Neutrality Clause

For the avoidance of doubt, nothing in these Terms shall be interpreted as Hooraa:

- Encouraging or discouraging you to engage a **Service Partner**; or

- Influencing your decision regarding the use of a **Service Partner**.

You retain full discretion to decide whether to work alone or with a permitted **Service Partner**, subject to compliance with these Terms and prior approval from Hooraa.

5. USE OF RECOMMENDED PRODUCTS

(a) Use of Hooraa-Recommended Products

Hooraa may recommend or list certain **approved products, materials, or consumables** ("**Recommended Products**") that are suitable for use in delivering vehicle grooming services through the Platform. These recommendations are made to ensure that:

- Only **genuine, safe, and high-quality products** are used during services; and
- Customer satisfaction and hygiene standards are consistently maintained.

You are free to **purchase such Recommended Products either from Hooraa or from any other third-party vendor** that meets Hooraa's acceptance standards. However:

- If you choose to purchase Recommended Products from third-party sources, you must ensure that they **comply with Hooraa's safety, performance, and quality benchmarks**;
- Hooraa reserves the right to impose **verification requirements or additional steps** at the time of service delivery to confirm the authenticity and suitability of third-party products used.

Failure to comply with verification requirements or product quality checks may result in penalties, suspension, or retraining, at Hooraa's discretion.

(b) Use of Non-Verifiable Products

There are certain consumables and single-use materials such as **disposables, oils, sprays, or treatment liquids** ("**Non-Verifiable Products**"), for which Hooraa cannot reliably verify quality or authenticity when procured from third-party vendors.

To ensure **customer safety, hygiene, and regulatory compliance**, if you intend to use any such Non-Verifiable Products, you are **required to purchase them only from Hooraa or its authorized suppliers**. This includes, without limitation:

- Disposable cloths or pads;
- Fragrance sprays;

- Polishing oils or detailing fluids.

Using Non-Verifiable Products from **unauthorized or unverified third-party vendors** is strictly prohibited and may constitute a material breach of these Terms.

(c) Enforcement and Compliance Measures

If Hoorá reasonably suspects that:

- You have deviated from the list of Recommended Products, or
- You are using Non-Verifiable Products sourced from unauthorized vendors,

Hoorá reserves the right to take corrective action, including but not limited to:

- Issuing warnings or show-cause notices;
- Imposing retraining or re-onboarding requirements;
- Temporarily suspending your Account;
- Withholding payments or incentives;
- Permanently deactivating your access to the Platform.

If you purchase Recommended Products directly from Hoorá, you confirm and warrant that you shall use such products **exclusively for the provision of vehicle grooming services via the Hoorá Platform**, and **not for resale, redistribution, or external use**.

(d) Use of Hoorá-Branded Collateral

You may choose to purchase **Hoorá-branded uniforms, stickers, ID badges, or accessories** (“**Brand Collateral**”) from Hoorá. While the purchase and use of such collateral is **not mandatory**, Hoorá **strongly recommends** that you use such materials while delivering services, as it:

- Enhances **customer trust** and professional presentation;
- Improves **brand recognition** and service credibility;

- Increases **service completion rates** and customer satisfaction.

Use of Brand Collateral must comply with Hooras brand usage guidelines and may be updated from time to time.

6. PRICING, PAYMENT TERMS, AND TAXES

(a) Collection of Payments on Your Behalf

Following the successful delivery of vehicle grooming services by you to a Customer through the Hooras Platform, Hooras will act as your **limited payment collection agent** to facilitate the payment of applicable charges from the Customer.

- Payment collected by Hooras from the Customer shall be considered as **payment made directly to you** by the Customer.
- You hereby **authorize Hooras to collect and process payments on your behalf**.
- All such payments shall be **inclusive of applicable taxes** as required under law.
- Amounts paid by the Customer are **final and non-refundable**, unless determined otherwise by Hooras as per these Terms.

(b) Platform Fee and Adjustments

Hooras charges a **platform convenience fee** from Customers for enabling the online service marketplace. In the event a Customer pays online:

- You authorize Hooras to **deduct its platform fee** from the total amount collected;
- The remaining balance, along with any Pre-Deposit amount applicable to the Lead, will be credited to your Hooras Account.

If the Customer pays you **in cash**, including both your service fee and Hooras's convenience fee:

- You are required to **remit Hooras's share** (platform fee) as communicated;
- Hooras may recover any unpaid platform fees by **deducting it from your Pre-Deposit** or subsequent payouts.

(c) Cancellations by Service Provider

If you cancel a service request after accepting a Lead, Hoorra reserves the right to:

- Decide whether or not to refund your Pre-Deposit for the cancelled Lead;
- Withhold part or all of the Pre-Deposit, depending on the reason and frequency of such cancellations.

You agree that if Hoorra determines the Pre-Deposit is non-refundable due to cancellation by you, you will have **no further claim or remedy** for that amount.

(d) Business Advances

You may request a **Business Advance** from Hoorra, subject to approval and conditions agreed upon in writing.

- Any Business Advance received shall be **repaid as per the agreed schedule**;
- You authorize Hoorra to **deduct repayments from your credits or payouts** until the full advance is recovered;
- Delays or default in repayment may result in suspension of access to the Platform or Leads.

(e) Loan Deductions & Other Charges

If you avail loans from a registered Non-Banking Financial Company (NBFC) to support your grooming services through Hoorra:

- You authorize Hoorra to deduct Equated Monthly Installments (EMIs) payable to such NBFCs directly from your earnings;
- Hoorra may also deduct amounts related to:
 - Safety gear or equipment;
 - Payment gateway or aggregator charges;

- Cancellation or lateness penalties;
- Onboarding fees or demand-based surcharges.

All Customer payments to you will be **net of these deductions**.

Please note: Hoorá is **not a lender** and merely facilitates your access to NBFCs via the Platform.

(f) Deferred Payouts

You agree that Hoorá may, on a case-by-case basis, **defer a portion of your payment** for a period of up to **90 (ninety) days**, for reasons that will be communicated to you. Such deferrals may be required to address operational, legal, or customer dispute situations.

(g) Use of Third-Party Payment Processors

Hoorá may use **third-party payment processors** ("Payment Processor") to collect payments from Customers.

- All payment processing will be governed by the terms of the respective Payment Processor, in addition to Hoorá's terms;
 - Hoorá shall **not be liable for any delay, technical error, or failure** caused by the Payment Processor;
 - You acknowledge that payment fulfilment may be subject to external terms, banking delays, or platform downtime.
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(h) Set-Off Rights

You hereby authorize Hoorá to **set off or adjust any dues payable to Hoorá's affiliates** (including but not limited to payments for tools, kits, consumables, and subscriptions) **against any amounts payable to you** through the Platform. This includes acting as a collection agent for such affiliates.

(i) Taxes

(i) Your Tax Responsibilities

- Hoorá acts **solely as an intermediary** for collecting service fees between you and the Customer;

- Tax regulations vary by state and service type, and **you are solely responsible** for determining and fulfilling your tax reporting and payment obligations;
- Hoora **does not offer tax advice** and bears no responsibility for your individual or entity-level tax compliance.

(ii) GST Provisions

- For specific categories (e.g., unregistered grooming providers, if applicable), Hoora may raise tax invoices and **pay GST on your behalf under Section 9(5)** of the CGST Act, 2017;
- Any such arrangement will be communicated in advance and implemented according to applicable laws.

(iii) TDS (Tax Deducted at Source)

- Hoora shall deduct **1% TDS** under **Section 194-O of the Income Tax Act** on your earnings;
- If you do not provide a valid PAN or Aadhaar, a **5% TDS** rate will apply as per law;
- TDS shall be applied **only on service charges** and **not on goods or consumables** used during the grooming session. You are solely responsible for addressing any tax implications on product sales, if applicable.

(iv) Changes in Tax Law

All provisions mentioned herein are **subject to updates as per Indian tax laws**, and you agree to remain in compliance with future amendments and requirements.

7. CONDUCT

(a) Non-Discrimination Policy

Hoora maintains a **strict zero-tolerance policy** against any form of discrimination by Service Providers.

You are **prohibited** from refusing, altering, or modifying the provision of services to any Customer on the basis of:

- Race, religion, caste, or ethnicity;

- National origin or citizenship;
- Physical or mental disability;
- Sexual orientation or gender identity;
- Sex, marital status, or age; or
- Any other legally protected characteristic under applicable Indian laws.

Any such discriminatory conduct will be considered a material breach of these Terms and may lead to immediate suspension or permanent deactivation of your Account, without any liability on the part of Hooraa.

(b) Professionalism and Courtesy

You are expected to behave with the **highest degree of professionalism** when interacting with Customers, Hooraa representatives, or other Service Providers.

- You must treat all Customers with **respect, politeness, and integrity**;
- Abusive, threatening, inappropriate, or disrespectful behavior — whether verbal, physical, or written — will not be tolerated.

Hooraa reserves the absolute right to **suspend, restrict, or terminate your access** to the Platform and Services if it determines, at its sole discretion, that your behavior violates this clause or otherwise affects customer experience or brand reputation.

8. USER CONTENT

(a) Posting and Sharing Content

The Hooraa Platform may contain features that allow you to post, submit, or transmit **comments, ratings, reviews, feedback, suggestions, or other content** (“User Content”).

Such content may be generated by you or by Customers, and includes:

- Feedback on service experience;

- Star ratings or performance assessments;
- Comments on conduct, professionalism, or hygiene standards.

By submitting User Content, you agree that it becomes part of the Platform's internal records and community trust framework.

(b) Review System

As part of our quality control processes, both you and Customers may be asked to leave **reviews** about each other. You agree:

- Not to post any review or comment that is false, misleading, or intended to harm reputationally;
- That your own reviews may be used by Hoorá to assess Customer behavior;
- That Customer reviews about you may directly impact your Lead ranking, eligibility for incentives, or continuation on the Platform.

If Hoorá determines, in its sole discretion, that your reviews are abusive, fraudulent, or manipulated, it may cancel your registration or deactivate your Account, subject to applicable law.

(c) Licence to Use User Content

You hereby grant Hoorá a **non-exclusive, worldwide, perpetual, irrevocable, transferable, sub-licensable, and royalty-free licence** to:

1. Use, reproduce, store, host, modify, translate, adapt, and publish your User Content;
 2. Create derivative works and promotional material using such content;
 3. Display or distribute your User Content via marketing, social media, internal tools, or in connection with providing the Services.
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(d) Waiver of Rights

To the extent permissible under applicable law, you **waive any moral rights or attribution claims** associated with your User Content. You agree not to hold Hoora liable for how your User Content is used in connection with promotions, reviews, or operational analytics.

(e) Right to Remove Content

Hoora reserves the right, **without prior notice**, to edit, remove, restrict access to, or delete any User Content that:

- Violates these Terms;
 - Is false, defamatory, misleading, or offensive;
 - Harms the reputation of the Platform, its users, or the Hoora brand.
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9. CONSENT TO USE DATA

(a) Collection and Processing of Personal Data

You agree that Hoora may **collect, store, and process your personal data** in accordance with its Privacy Policy, which is available on the Platform. This may include data such as:

- Identification documents (e.g., Aadhaar, PAN);
 - Phone numbers, addresses, and photos;
 - Location data, device identifiers, and usage metrics;
 - Ratings, reviews, performance history, and booking data.
-

(b) Identity Verification

You may be required to furnish valid **identification or address proof** to use certain features of the Platform or to continue offering services. Refusal or failure to do so may result in:

- Denial of new Leads or service requests;

- Suspension or restriction of your Account;
 - Full or partial deactivation.
-

(c) Sharing of Data

In addition to any consents you may have given under the Privacy Policy, you **explicitly consent** to Hooraa sharing your personal data, transaction details, or service history:

- With its **affiliates, partners, or third-party service providers**;
 - For the purposes of payment processing, service tracking, analytics, risk scoring, or platform enhancement;
 - To identify usage trends and to improve service efficiency.
-

(d) Disclosure to Authorities

Subject to applicable laws, Hooraa may be legally required to **disclose your personal data to law enforcement authorities or government agencies** in connection with:

- Criminal investigations;
- Tax, regulatory, or legal proceedings;
- Any official directive under prevailing laws.

You agree that Hooraa shall have the right to make such disclosures without prior notice or liability to you.

10. THIRD-PARTY SERVICES

(a) Inclusion of Third-Party Services

The Hooraa Platform may include or provide access to various services, features, content, documents, and information that are owned, licensed, developed, or operated by **third-party providers** (collectively, “**Third-Party Services**”).

This may include, but is not limited to:

- Financial services offered by NBFCs or banks,
- Background verification services,
- Payment gateway providers,
- Product vendors and aggregators,
- Analytics and tracking service tools,
- Cloud or hosting solutions integrated into the Platform.

You understand and acknowledge that:

1. All such Third-Party Services are the **sole and exclusive responsibility** of the respective third party;
2. Use of or reliance on any Third-Party Service is entirely **at your own risk**, and Hoora is **not a party** to any agreement, license, or transaction you enter into with any third party;
3. The use of such Third-Party Services shall be governed by the **respective terms and conditions and privacy policies** of those third-party service providers.

Hoora **makes no representations and provides no warranties**, express or implied, regarding the **quality, accuracy, reliability, legality, or safety** of any Third-Party Services, and shall not be held liable in any manner for:

- Content accuracy,
- Technical defects,
- Delays or service interruptions,
- Data loss,
- Financial loss or harm,
- Any other liability arising from use or misuse of such Third-Party Services.

All **intellectual property rights** relating to Third-Party Services remain the property of their respective owners.

11. YOUR RESPONSIBILITIES

(a) Accuracy and Completeness of Information

You represent and warrant that all **information, documents, declarations, and submissions** you provide in connection with your use of the Platform and Services are, and shall remain:

- **True, accurate, complete, and current** as of the date of submission;
- Compliant with any legal or regulatory obligations applicable to you.

In the event of any **change in your personal or professional details** (including KYC, contact information, license status, or payment data), you undertake to **immediately notify Hoora** and update your records on the Platform.

You agree that **Hoora shall not be liable** for any loss, damage, delay, or regulatory action resulting from your failure to:

- Provide correct or updated information, or
 - Disclose any material facts.
-

(b) Cooperation in Legal or Regulatory Proceedings

You agree to fully cooperate with Hoora, its affiliates, and legal representatives in the event of:

- Any complaint, dispute, audit, investigation, enforcement proceeding, or litigation;
- Arising out of or related to your use of the Platform or performance of Services;
- Where Hoora is made a party or is otherwise required to respond due to your conduct.

This includes timely submission of documents, attendance at legal hearings, and providing truthful declarations.

(c) User Content – Representations and Warranties

You agree and warrant that with respect to any **User Content** (including ratings, reviews, images, service feedback, or communications) that you create, upload, submit, or display through the Platform:

1. **Self-Reviews Prohibited:** You shall not post reviews for services you have personally delivered;
2. **Ownership and License:** You own the intellectual property rights to the content or have valid licenses to grant Hoorra a royalty-free, irrevocable, perpetual license for its use;
3. **Content Responsibility:** You are fully responsible for all content published under your Account;
4. **Non-Violation of Agreements:** Your content shall not breach any agreements you are party to;
5. **IP Infringement:** Your content shall not infringe upon any copyright, trademark, patent, trade secret, right to privacy, right of publicity, or any other proprietary or moral rights;
6. **No Malware or Harmful Code:** Your content shall not include viruses, worms, corrupted files, bots, spyware, adware, or harmful code;
7. **No Violation of Laws or Rights:** Your content shall not violate:
 - Any third-party rights;
 - Any terms of law (including IT Act, 2000);
 - Any applicable Central Government notification relating to digital safety.
8. **Content Restrictions:** Your content shall not:
 - Belong to another person or entity without authorization;
 - Be obscene, pornographic, or paedophilic;
 - Infringe bodily privacy or incite hate or violence;
 - Promote gambling, money laundering, or enmity between groups;

- Threaten national security, sovereignty, public order, or diplomatic relations;
 - Mislead about the origin of information or impersonate another person;
 - Be defamatory, derogatory, fake, or patently untrue;
 - Contain or promote illegal, harmful, or non-permissible online games;
 - Infringe intellectual property or promote fraudulent practices;
 - Be offensive, harassing, or restrict other users' use of the Platform.
9. **Community Compliance:** You shall strictly adhere to Hoorá's **community guidelines**, quality standards, and all applicable **terms of content usage and behavior** as periodically notified.

(d) Platform Use Restrictions

You shall **only use the Platform and Services in compliance** with these Terms and applicable laws. You expressly agree **not to**:

1. Infringe upon or violate any **intellectual property rights**;
2. Copy, reproduce, distribute, or commercialize any part of the Platform or Services, except as expressly permitted;
3. Upload or distribute malware, adware, spyware, ransomware, or other **malicious programs**;
4. Use bots, scrapers, or automated tools to monitor, collect, or replicate Platform data;
5. Reverse-engineer, decompile, disassemble, or bypass Platform security protocols;
6. Create derivative works based on Hoorá's Platform or software;
7. Mirror, embed, or frame the Platform content on external sites without permission;
8. Use the Platform for **illegal, deceptive, or malicious purposes**;

9. Circumvent login systems, password protections, or administrative access controls.

(e) Service Integrity and Interference

You warrant that you shall:

- Not interfere with or **disrupt the security, availability, or performance** of the Platform;
- Not gain or attempt to gain **unauthorized access** to:
 - Any server, network, data system, or user account;
 - Any admin feature or protected content.

You are prohibited from engaging in hacking, password mining, spoofing, IP spoofing, phishing, or any **unauthorized intrusion**.

(f) Responsibilities for Services Rendered to Customers

You acknowledge and agree that you bear **sole responsibility** for all services delivered to Customers under your Hooraa Account, including:

1. **Quality and Performance:** You are solely liable for the **acceptance, execution, delivery, and outcomes** of all grooming services you perform;
2. **Product Usage and Conformity:** Where your services involve use or sale of consumables, cleaning kits, sprays, or accessories — whether purchased from Hooraa or third-party suppliers — you represent and warrant that:
 - All such goods meet **applicable consumer protection and quality standards**;
 - All warranties (express or implied) related to such products or their effects on vehicle surfaces or interiors shall be **entirely your responsibility**.
3. **Warranties and Liabilities:** Hooraa shall have **no responsibility** for:
 - Defective product usage;

- Damage caused to vehicles during grooming;
- Breach of warranty or service complaints arising from your performance.

You agree to **fully indemnify Hoorá** for any loss, claim, penalty, or customer grievance arising from your services, products, or behavior.

12. PLATFORM SAFETY AND ANTI-FRAUD OBLIGATIONS

(a) Exclusivity of Service Provision via Platform

In the interest of ensuring service safety, maintaining quality standards, and protecting the privacy of both Customers and Service Providers, you expressly agree that:

1. **All vehicle grooming services** rendered by you to a Customer during the period in which these Terms are in effect (the “**Period**”) must be:
 - Delivered only through the **Hoorá Platform**, and
 - In full compliance with these Terms and any applicable Hoorá guidelines or service protocols.
2. You shall not, either directly or indirectly:
 - Offer, accept, or perform grooming services **outside the Platform** for any Customer introduced to you through the Platform, whether in full or in part;
 - Engage in any activity that results in **off-platform service delivery**, regardless of whether such activity was initiated by you or the Customer.
3. Such off-platform dealings or circumvention of the Hoorá Platform will constitute a **material breach** of these Terms and will be treated as:
 - A serious **anti-fraud violation**, and
 - Sufficient grounds for **immediate termination** of your Account, along with **forfeiture of earnings, incentives, or deposits**, in accordance with Hoorá’s internal platform abuse and anti-fraud policies.
4. You agree that this clause is:

- **Reasonable, necessary, and enforceable;**
 - Intended to protect the **safety, trust, and legal integrity** of the Platform, Customers, and your own professional standing.
5. This clause shall not restrict you from providing **similar vehicle grooming services to the same Customer after the termination** of these Terms by either party for any reason whatsoever.

(b) Parallel Service Rights

During the Period of this Agreement, you **shall not provide, offer, or perform any vehicle grooming or related services similar to the Pro Services outside the Hoorra Platform, either directly or indirectly.** This restriction applies regardless of whether such services are offered independently, through third parties, or in association with any other online or offline platforms, aggregators, or businesses.

You acknowledge and agree that this restriction is necessary to protect the business interests of Hoorra, maintain service quality and consistency, and prevent any conflict of interest while you continue to utilize the Hoorra Platform to accept and fulfil customer service requests.

For clarity, you further agree that:

- You will not accept or perform vehicle grooming services for any Hoorra customer outside the Platform, even if the customer directly approaches you.
- You will not solicit or divert Hoorra's customers to perform similar services outside the Platform during the term of this Agreement.
- You will not establish or engage in any business that competes with Hoorra's vehicle grooming services while you remain an active Service Professional on the Hoorra Platform.

13. HOORRA'S INTELLECTUAL PROPERTY

(a) Ownership and Limited Licence

All intellectual property rights, including but not limited to:

- Software code,

- User interfaces,
- Workflow systems,
- Service templates,
- Branding (logos, trademarks, service marks),
- Mobile and web applications, and
- All content developed or deployed by Hoorra,

are and shall remain the **exclusive property of Hoorra Technologies Private Limited** or its licensors.

Subject to your compliance with these Terms, Hoorra grants you a **non-exclusive, non-transferable, non-sub-licensable, revocable, and limited licence** to:

- Access and use the Services as permitted under these Terms;
- Use Hoorra's service workflows, features, and tools solely for providing grooming services through the Platform.

All other rights not explicitly granted herein are **reserved by Hoorra**.

(b) Feedback and Suggestions

If you provide Hoorra with any comments, feedback, suggestions, reviews, bug reports, or performance observations ("**Feedback**") regarding the Platform or Services:

- You hereby grant Hoorra a **perpetual, royalty-free, worldwide, irrevocable license** to:
 - Use, reproduce, adapt, display, publish, and distribute such Feedback for any purpose;
 - Enhance the Services, develop new features, or support internal business operations;
- You agree that:

- Hoorā is **not required to compensate you** for the Feedback;
- Hoorā is under no obligation to acknowledge the source or origin of the Feedback.

(c) No Implied Rights

Except as expressly stated in these Terms, **no licence or right is granted** to you under any intellectual property right, whether by implication, estoppel, or otherwise.

Use of Hoorā's IP in any way not explicitly permitted hereunder is **strictly prohibited**.

(d) Branded Collateral (Optional)

Hoorā may offer **officially branded collateral**, including uniforms, stickers, ID badges, or display materials, for purchase.

- While not mandatory, it is **strongly recommended** that you use Hoorā-branded collateral when delivering services to:
 - Improve **customer trust and safety**,
 - Strengthen **brand identity**, and
 - Maximize **booking acceptance and ratings**.

All use of branded materials must adhere to Hoorā's brand usage guidelines.

14. TERM AND TERMINATION

(a) Duration of Terms

These Terms shall remain **effective indefinitely** from the date of your onboarding until terminated in accordance with this Section (the "**Period**").

(b) Termination by Hoorā

Hoorā may **terminate, suspend, or restrict your access** to all or any part of the Platform or Services:

With immediate effect and without prior notice, if:

1. You violate, breach, or fail to comply with:
 - Any obligation, warranty, or condition under these Terms;
 - Hoorā's Privacy Policy;
 - Any applicable law or regulation;
2. You no longer meet the standards or eligibility requirements set by Hoorā;
3. You engage in fraud, off-platform transactions, or abusive behavior;
4. Your continued presence poses legal, operational, or reputational risk to Hoorā;
5. You cease to actively use or maintain your Service Provider Account.

Such termination may also be initiated due to any **regulatory, commercial, or legal necessity** determined at Hoorā's sole discretion.

(c) Termination by You

You may voluntarily terminate these Terms:

- By providing **written notice** to Hoorā through email or registered communication; or
- By visiting the **local Hoorā city office** and submitting a formal termination request.

Termination shall become effective once acknowledged by Hoorā in writing.

(d) Effects of Termination

Upon termination of these Terms:

1. Your Hoorā **Account will be deactivated**, and you will lose access to:
 - All files, records, booking history, and service tools;

- All Service requests, performance dashboards, and payout logs.
- 2. Your rights to access the Platform and accept Leads shall **automatically terminate**.
- 3. Any and all **pending entitlements**, including:
 - Unpaid earnings,
 - Security deposit refunds,
 - Unused Hoorah Credits,
 - Amounts collected from Customers on your behalf,

will be settled and **paid to you within a reasonable period, net of all dues, platform fees, and deductions** legally owed to Hoorah.

- 0. All licences granted under these Terms will be **revoked immediately**.
- 0. You shall **return or destroy** all Hoorah property in your possession, including:
 - Branded uniforms or ID cards,
 - Printed materials,
 - Marketing displays,
 - Any devices or kits that are property of Hoorah.
- 0. **Certain clauses** of these Terms shall **survive termination**, including but not limited to:
 - Indemnity,
 - Confidentiality,
 - Limitation of liability,

- Intellectual property protections,
- Tax and payment obligations.

15. DISCLAIMERS AND WARRANTIES

(a) Platform and Service Disclaimer

The Hooraa Platform and all associated Services are provided to you on an **“as is” and “as available” basis**. Hooraa makes **no warranties of any kind**, whether express, implied, statutory, or otherwise, including but not limited to:

- Implied warranties of merchantability,
- Fitness for a particular purpose,
- Title,
- Non-infringement,
- Accuracy, completeness, or usefulness of information.

Hooraa does not warrant that:

- The Platform or Services will meet your expectations or requirements;
- The Platform will be secure, uninterrupted, timely, or error-free.

(b) Limitation of Representations

No oral or written communication, guidance, or information provided by Hooraa or its representatives shall be construed as a **warranty** unless explicitly set forth in these Terms.

(c) Relationship Between Service Provider and Customer

You acknowledge that:

- Hooraa is a **technology facilitator**, providing a digital interface to connect you with Customers;

- Hoorā **does not supervise, guarantee, or control** the actual delivery of grooming services;
- Hoorā is **not a party to your contractual arrangement** with Customers and bears no liability for:
 - Service outcomes,
 - Customer satisfaction,
 - Damage to Customer property,
 - Fulfilment of any commercial terms between you and the Customer.

These terms may include price, delivery conditions, taxes, warranties, after-sale support, etc.

Hoorā may offer **ancillary services** such as payment collection, customer support, and platform notifications, but this does not amount to assuming liability for service delivery.

(d) Nature of Engagement

You agree that:

- Your relationship with Hoorā is **non-exclusive, voluntary, and on a principal-to-principal basis**;
- Hoorā does not and shall not provide instructions, control, or direct your work;
- You are free to enter into agreements with other entities unless restricted by Clause 12.

(e) Licences and Legal Compliance

You warrant that you possess all necessary:

- **Licences**, registrations, trade certifications;
- **Authorisations** and tax compliance documents (e.g., GST registration, PAN, Aadhaar),

required under applicable law to offer and perform grooming services in India.

(f) Sole Risk and Liability

You assume **full and exclusive responsibility** for:

- The consequences of your use of the Hoorra Platform;
- The services rendered by you to any Customer;
- Any loss or legal dispute arising from your conduct.

Hoorra shall not be held liable for any acts or omissions by you.

(g) Financial Products Disclaimer

You acknowledge that Hoorra:

- Is **not engaged in the business of lending or financial services**;
 - Is **not liable for any damages, claims, or liabilities** related to third-party financial products you may use;
 - Merely facilitates access to NBFCs or financial service providers without being a party to such arrangements.
-

(h) Regulatory Position of Hoorra

Hoorra is a **technology platform**, not:

- Registered with the Reserve Bank of India;
 - Licensed to issue, underwrite, or operate any financial product;
 - A financial institution under the Companies Act, 2013, or the Banking Regulation Act, 1949.
-

(i) Complaints Handling

Hooraa shall maintain a **complaint management framework** in compliance with applicable laws. While not liable for your service obligations, Hooraa may facilitate resolution of customer complaints in accordance with industry best practices.

(j) Rating Threshold

- You are required to maintain a **minimum customer rating threshold**, which may vary by city or service category.
- If your ratings fall below the required threshold, Hooraa may:
 - Temporarily suspend your account;
 - Require you to complete a training program for reinstatement.

Failure to improve performance post-training may result in **permanent deactivation**.

(k) Device and Network Access

You are solely responsible for:

- Arranging **data network access** and paying relevant mobile/internet fees;
- Using **compatible mobile hardware** and software to access the Hooraa Platform;
- Ensuring your device meets the **technical specifications** for uninterrupted use.

Hooraa does not guarantee that its Services will be compatible with all devices.

(l) Negative Conduct Towards Hooraa

You shall not engage in:

- Making defamatory, misleading, or disparaging statements (online or offline) about Hooraa, its brand ("Hooraa"), its logo, trade name, domain name, or its employees;

- Any act that **harms the goodwill, brand value, or public perception** of Hooraa.
-

(m) Information Obligations

You agree to promptly provide Hooraa with accurate and updated information relating to your services or products as and when requested.

(n) Limitation of Liability

To the maximum extent permitted under law, Hooraa and its affiliates shall not be liable for any:

1. Losses due to inability to access or use the Platform;
 2. Data breach, cyber incident, or service downtime;
 3. Service interruptions due to maintenance, system errors, or technical failure;
 4. Loss or corruption of data, content, or User Content.
-

(o) Exclusion of Damages

Hooraa, its officers, employees, and representatives shall not be liable for any:

- Direct, indirect, incidental, special, consequential, or punitive damages;
 - Lost income, loss of goodwill, or anticipated savings;
 - Claims related to data misuse unless due to Hooraa's **gross negligence**.
-

(p) Liability Cap

- Hooraa's maximum liability in respect of any service request shall be **limited to the amount of commission** it earned on that specific booking.

- In no case shall Hooras aggregate liability to you exceed INR 50,000/-.
-

(q) Your Liability to Hooras

Your total liability to Hooras, under these Terms, shall also be capped at INR 50,000/-, except in cases involving:

- Fraud, data misuse, or wilful misconduct;
 - Criminal or negligent harm to Customers or Hooras business.
-

(r) Non-Excludable Legal Rights

Nothing in these Terms excludes any warranty or statutory right that cannot be excluded by law. Where applicable, Hooras may limit its liability to:

- Re-supplying the services, or
 - Reimbursing the cost of the services.
-

16. INDEMNITY

(a) Your Indemnity to Hooras

You agree to indemnify, defend, and hold harmless Hooras, its parent company, subsidiaries, directors, employees, and affiliates from and against any:

- Claims, suits, demands, proceedings, penalties, or losses;
- Liabilities, damages, costs, or expenses (including legal fees),

arising from:

1. Your use of the Platform;

2. Your delivery of grooming services;
 3. Breach of these Terms;
 4. Any third-party claim arising from your Account activity.
-

(b) Customer Compensation Recovery

If Hoorá, at its sole discretion:

- Elects to compensate a Customer due to deficient service or damage caused by you,

you agree that:

- Hoorá may recover the compensation amount **partially or fully** from your payouts or deposits;
 - If the compensation relates to warranties (including for parts or products supplied by you), the **entire liability passes to you**.
-

(c) Hoorá's Indemnity to You

Hoorá agrees to indemnify and hold you harmless against any:

- Claims or losses arising from Hoorá's **gross negligence, fraud, or wilful misconduct**.
-

17. JURISDICTION, GOVERNING LAWS, AND DISPUTE RESOLUTION

(a) Raising a Complaint or Dispute

You may raise any complaint, conflict, claim, or grievance related to:

- These Terms and Conditions,
- The Services provided via the Hoorá Platform,

- The Hooraa application, website, or associated technology,
- Service requests, cancellation issues, payout disputes, or platform access restrictions,
- Any business conduct, operational policy, or action undertaken by Hooraa or its affiliates,

by submitting a complaint through **any of the following available mechanisms**:

1. **In-person visit** to the Hooraa local city office, where a dedicated support representative will assist you in registering your complaint;
2. **Calling the Service Provider helpline** during business hours, details of which shall be made available in the Hooraa app;
3. **Participation in focus group discussions** or operational review meetings that are organized from time to time by Hooraa in your region;
4. **Using the in-app or web-based complaints system**, which allows you to log tickets, track resolution timelines, and escalate matters when needed;
5. **Submitting a formal grievance** through the contact details of the Grievance Redressal Officer as provided in Clause 18 above.

You are encouraged to share relevant information such as Service ID, date of incident, supporting documents, screenshots, and communication logs for faster resolution.

(b) Mediation Efforts

In the event a dispute or complaint raised by you under Clause 17(a) is not satisfactorily resolved within a reasonable time through the standard grievance redressal procedure, **both parties agree** to attempt an amicable resolution by entering into **mediation proceedings in good faith**.

Mediation process shall include the following:

- Each party shall nominate a representative empowered to resolve the dispute.
- The parties shall mutually agree upon a neutral third-party mediator or request Hooraa to initiate the mediation framework internally.
- The mediation shall be conducted either:

- In person at a mutually acceptable venue, or
 - Through video conferencing or other digital means, as agreed.
- The parties shall **attempt resolution within a period of forty-five (45) days** from the date on which the matter was first referred to mediation.
- The cost of mediation shall be borne **equally by both parties**, unless otherwise agreed.

If the parties are able to resolve the dispute during mediation, a written and binding settlement shall be drawn, and both parties shall be obligated to adhere to the terms of such settlement.

(c) Governing Law and Jurisdiction

These Terms and any contract arising under or pursuant to the use of the Hooraa Platform shall be:

- **Governed by the laws of the Republic of India**, including but not limited to:
 - The Information Technology Act, 2000,
 - Consumer Protection (E-Commerce) Rules, 2020,
 - Indian Contract Act, 1872,
 - Arbitration and Conciliation Act, 1996,
 - Any other applicable rules, regulations, or local laws in force from time to time.

Exclusive jurisdiction for any suit, action, or proceeding related to:

- Disputes between Hooraa and a Service Provider,
- Disputes between Hooraa and a Customer where intervention by Hooraa is necessary, or
- Matters involving interpretation or enforcement of these Terms,

shall lie with the competent courts located at **Nagpur, Maharashtra**, unless otherwise mutually agreed in writing by both parties.

(d) Arbitration Proceedings

If the parties are unable to resolve their dispute through mediation as described in Clause 17(b), within the period of **forty-five (45) days** from the initiation of mediation:

1. **Arbitration shall be the final and binding mode of resolution**, and shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, which are deemed to be incorporated by reference into this Clause.
2. The **seat and venue of arbitration** shall be **Nagpur, Maharashtra, India**, and the language of arbitration shall be **English**.
3. The arbitration tribunal shall comprise of a **sole arbitrator**, who shall be:
 - Appointed jointly by the parties,
 - Or, failing mutual agreement within fifteen (15) days, appointed in accordance with the applicable provisions of the Arbitration and Conciliation Act, 1996.
4. The arbitrator shall:
 - Be an independent and neutral individual,
 - Be proficient in Indian commercial law,
 - Render an award in writing along with reasons, and
 - Complete the proceedings within a reasonable time.
5. The award issued by the arbitrator shall be:
 - **Final and binding** on all parties,
 - Enforceable in accordance with applicable laws,
 - Not subject to appeal, except on the grounds provided under Section 34 of the Arbitration and Conciliation Act, 1996.

6. Confidentiality of Arbitration:

- All arbitration proceedings, pleadings, evidence, interim and final awards, and communications related to the dispute shall remain **strictly confidential**.
- Disclosure shall only be permitted where:
 - Required by law,
 - Required to enforce the award,
 - Or made to a party's legal or financial advisor on a need-to-know basis.

7. Costs and Expenses:

- Each party shall bear its own legal fees and expenses related to the arbitration,
- Unless otherwise awarded by the arbitrator in the final award,
- Administrative costs and arbitrator fees shall be shared equally unless decided otherwise by the arbitrator.

18. GRIEVANCE REDRESSAL

18.1 Appointment of Grievance Redressal Officer

Hooraa Technologies Private Limited ("Hooraa" or "the Company") has appointed a **Grievance Redressal Officer** in accordance with the requirements under Rule 4(1) of the Consumer Protection (E-Commerce) Rules, 2020 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021. The Grievance Redressal Officer shall be responsible for:

- Receiving, acknowledging, and resolving grievances or complaints raised by Service Providers, Users, or any other stakeholders;
- Monitoring and ensuring timely resolution of such complaints in compliance with applicable laws.

Details of the Grievance Redressal Officer are as follows:

Name: [insert name]

Designation: [insert designation]

Email Address: [insert email id]

Registered Office: Hoor Technologies Private Limited Arihant Kohinoor, Trimurti Nagar
Nagpur, Maharashtra, India, 440022

18.2 Submission of Complaints

Any Service Provider, Customer, or user of the Hoor Platform may raise a complaint or grievance relating to:

- The operation of the Hoor Platform;
- Breach of these Terms and Conditions;
- Content-related complaints or IP infringements;
- Alleged violation of applicable laws;
- Service failures or payout disputes;
- Platform access restrictions or suspension.

Complaints must be submitted in writing to the Grievance Redressal Officer via the email provided above or through the in-app ticketing and grievance mechanism.

The complaint must, wherever possible, include:

- A clear description of the issue;
 - Relevant dates and times;
 - Booking IDs or Transaction References;
 - Any screenshots, photographs, or supporting documentation.
-

18.3 Non-Retaliation and Worker Rights

Hoor affirms that, in accordance with applicable labour laws and in the spirit of ethical business conduct:

- No Service Provider shall be **penalised, suspended, or terminated** solely for being a member of a trade union;
 - Service Providers may **engage in collective discussions or representation**, provided such activities do not disrupt the provision of services or infringe upon the rights of other stakeholders;
 - Hoorra reserves the right to take lawful measures in response to service disruptions or threats to public safety.
-

19. MISCELLANEOUS PROVISIONS

19.1 Amendments and Modifications

Hoorra may, at its sole discretion, **modify, revise, or amend** these Terms and Conditions at any time. Any such changes shall be:

- Communicated via the Hoorra Platform; and
- Deemed to be effective upon the expiry of **seven (7) calendar days** from the date of such publication on the Platform.

Continued use of the Services by the Service Provider after such period shall constitute conclusive acceptance of the modified Terms.

You agree that the seven-day window is a **reasonable and sufficient period** to review and evaluate any such revisions.

19.2 Modification, Suspension, or Discontinuation of Services

Hoorra reserves the right, with a **minimum prior notice of thirty (30) days**, to:

- Add new features or modules;
- Suspend, discontinue, or modify any part or all of the Services, whether temporarily or permanently, across one or more cities.

This right shall not be exercised arbitrarily or to **target or penalise a specific Service Provider**, except in cases of breach, fraud, non-compliance, or legal requirement.

19.3 Severability

If any provision of these Terms is held to be **invalid, unlawful, or unenforceable** by a court of competent jurisdiction:

- Such provision shall be severed to the extent necessary to render it enforceable;
 - The remainder of the Terms shall remain in full force and effect;
 - Where severance would defeat the intent of the clause, the entire provision shall be deemed deleted.
-

19.4 Assignment

The Service Provider shall **not assign, transfer, license, or otherwise dispose of** its rights, obligations, or benefits under these Terms, either in whole or in part, without the **prior written consent** of Hoorá, which may be granted or withheld at Hoorá's sole discretion.

Hoorá shall have the unrestricted right to **assign or novate** these Terms and any rights or obligations hereunder to:

- Its affiliates, subsidiaries, or parent companies;
 - Any successor-in-interest by way of merger, acquisition, business restructuring;
 - A third party acquiring control of the Platform or its business operations.
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19.5 Notices

All notices, requests, approvals, and communications (other than support or operational queries) shall be sent to the legal department of Hoorá at:

Email Address: [insert mail id]

Postal Address: Hoorá Technologies Private Limited
Arihant Kohinoor, Trimurti Nagar, Nagpur, Maharashtra, India, 440022

Notices shall be deemed to have been received:

- If sent by email: upon successful delivery confirmation (not bounce),
- If sent by courier: upon delivery acknowledgement.

19.6 No Third-Party Rights

Nothing in these Terms shall be construed to confer any rights or remedies upon any person or entity **other than the parties hereto**, their permitted successors and assigns. The Indian Contracts Act, 1872 shall govern the privity of contract.

19.7 Force Majeure

Hooraa shall not be liable for any **failure or delay** in performance of its obligations under these Terms if such failure or delay is caused by:

- Natural calamities, floods, earthquakes, or other acts of God;
- War, terrorism, political instability, or civil commotion;
- Pandemic, epidemic, or health emergency;
- Law, order, regulation, or directive from any governmental or regulatory authority;
- Cyberattacks, system failures, power outages, or telecommunication disruptions.

Such events shall constitute “**Force Majeure Events**.” Hooraa shall resume obligations as soon as reasonably practicable following cessation of the Force Majeure Event.

19.8 Relationship Between the Parties

Nothing contained in these Terms shall be deemed to constitute:

- A partnership, franchise, agency, joint venture, or employment relationship between you and Hooraa;
- An obligation on Hooraa to supervise, direct, or control the actions or performance of the Service Provider beyond the platform-level facilitation.

Both parties confirm that they enter into this arrangement on a **principal-to-principal, independent contractor basis**, and no party shall have authority to bind or contract on behalf of the other.

Annexure B

VEHICLE GROOMING SERVICE PROFESSIONALS – TERMS AND CONDITIONS

(A) Scope and Applicability

These Terms and Conditions (“Terms”) govern your access to and use of the services made available by **Hoor Technologies Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at Arihant Kohinoor, Trimurti Nagar, Nagpur, Maharashtra, India, 440022 (hereinafter referred to as “Hoor”, “we”, “our” or “us”), through its online platforms — including the Hoor mobile application, web interface, and any other software-based tools collectively referred to as the “Platform”.

These Terms shall apply specifically to your role as an **independent third-party Vehicle Grooming Service Professional**, engaged by **Hoor**, for delivering **vehicle grooming and cleaning services (“Pro Services”)** to end customers (“Customers”) using the Hoor Platform.

These Terms shall be read in conjunction with:

- **The Hoor Privacy Policy**, which explains how your personal data is collected and used;
- Any other **guidelines, circulars, advisories, safety codes, or operational instructions** issued by Hoor from time to time (“Supplemental Terms”).

The Privacy Policy and Supplemental Terms form an integral and enforceable part of these Terms. In the event of any conflict between these Terms and the Supplemental Terms, the latter shall prevail to the extent of such inconsistency.

(B) Binding Nature of the Terms

These Terms shall constitute a **legally binding contract** between:

- **Hoor Technologies Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at Arihant Kohinoor, Trimurti Nagar, Nagpur, Maharashtra, India, 440022 (hereinafter referred to as “Hoor”, “we”, “our” or “us”); and
 - **You**, an independent third-party vehicle grooming service professional (hereinafter referred to as “you”, “your”, or “Service Professional”), who seeks to deliver vehicle grooming and cleaning services (“Pro Services”) to Customers through the Hoor Platform.
-

By accepting these Terms electronically, by clicking “Accept” on the Platform, or by continuing to access or use the Platform for receiving or accepting Leads, Pro Services bookings, or any other interaction with Hoor, **you expressly represent, warrant, covenant, and agree that:**

1. **You have full legal capacity and authority** to enter into and be bound by these Terms, either in your individual capacity as a self-employed vehicle grooming professional or as a technician authorised by a business entity you are associated with for the provision of Pro Services.

2. You understand the **nature and scope of vehicle grooming and cleaning services**, including but not limited to the use of water, cleaning chemicals (where applicable), grooming tools, and vehicle-safe materials, and you acknowledge your obligations and liabilities in relation to **safe, hygienic, and professional delivery of such services** at the Customer's premises or designated location.
3. You **acknowledge and agree that your engagement with Hooraa is on a principal-to-principal basis**, and that Hooraa is **not your employer, principal, or partner**, nor does it exercise direct supervision or control over how you deliver the Pro Services to Customers. You further acknowledge that Hooraa merely provides a **technology platform that connects you with Customers**, facilitates operational support, collects payments on your behalf, and enhances service delivery through features available on the Platform.
4. You agree that your **engagement with Hooraa is entirely independent** and that you are solely responsible for obtaining and maintaining any tools, equipment, supplies, insurance, or certifications that may be necessary for the professional and lawful delivery of Pro Services.
5. You shall **fully adhere to and comply with the provisions of these Terms** throughout your use of the Platform, including any guidelines, advisories, safety instructions, and operational protocols issued by Hooraa from time to time.
6. You agree to **comply with all applicable local laws, environmental standards, vehicle safety protocols, and hygiene requirements** in the provision of Pro Services, and acknowledge that you shall not misuse the Platform for any unlawful or unauthorised purposes.
7. You further agree that you will **not make any false representations to Customers about Hooraa, the Platform, or the scope of the Pro Services**, and that you shall not engage in any actions that may cause reputational, operational, or legal harm to Hooraa.
8. You confirm and accept that **all communications, consents, and records in connection with these Terms and your use of the Platform may be provided electronically by Hooraa** through the Platform, registered email, SMS, or any communication mode Hooraa deems appropriate, and such communications shall be deemed to satisfy any legal requirements for written communication.
9. **If you do not accept these Terms, or if you are not willing or legally permitted to comply with their requirements, you must not access, accept, or use the Platform or any Services offered by Hooraa.**

(C) Language and Precedence

For convenience, Hooraa may publish or make available translated versions of these Terms in languages other than English. However:

- The **English version** shall be the official, authoritative, and legally enforceable version of these Terms;
 - In the event of any inconsistency or contradiction between the English version and any translated version, the **English version shall prevail** and be binding.
-

(D) Acceptance and Supersession

By using or continuing to use the Platform, you confirm that:

- You have **read, understood, and voluntarily agreed** to be bound by these Terms;
- You shall comply with all applicable laws and compliance regulations;
- These Terms shall **supersede any prior written or oral agreements** executed between you and Hooraa (if any), regarding your onboarding, service quality, customer interaction, or access to the Platform.

1. SERVICES

(Vehicle Grooming Service Professionals engaged via Hooraa Platform)

1.1 Nature and Scope of Services

(a) **Hooraa Technologies Private Limited (“Hooraa”)** provides access to a technology-driven **Platform** and digital interface that facilitates the **delivery of vehicle grooming and cleaning services** by trained, independent vehicle grooming professionals (hereinafter referred to as “Service Professional”, “you”, or “your”) to end-users or customers (“Customers”) within India.

(b) The Hooraa Platform enables you to **offer, accept, and perform vehicle grooming and cleaning services (“Pro Services”)** at the Customer’s designated location or other mutually agreed location, leveraging features provided on the Platform for receiving Leads, managing bookings, tracking payments, and ensuring service quality standards.

(c) **You shall be permitted to provide Pro Services on the Platform as an independent service professional**, either in your individual capacity or as part of a business entity, subject to your registration on the Platform, completion of onboarding and training requirements as may be specified by Hooraa, and continuous adherence to these Terms and the operational guidelines issued by Hooraa from time to time.

(d) You acknowledge that **Hooraa does not supervise or control the manner in which you deliver Pro Services to Customers**. Hooraa merely provides the Platform to connect you with Customers, facilitates operational and payment processing support, and may provide standard operating procedures to ensure uniform service quality and customer experience, without assuming responsibility for your acts or omissions during the delivery of the Pro Services.

(e) You agree that your **use of the Platform is solely for commercial purposes related to vehicle grooming and cleaning services** and that you shall not misuse the Platform for any activities unrelated to the Pro Services or in violation of any applicable laws, environmental standards, or vehicle safety protocols.

(f) You shall **ensure the use of appropriate, vehicle-safe cleaning agents, grooming equipment, and tools in a safe and professional manner** while providing the Pro Services, in accordance with the instructions provided by Hoorá or any applicable standard operating procedures communicated by Hoorá from time to time.

(g) **All Pro Services provided by you to Customers shall be recorded and transacted via the Hoorá Platform.** You agree not to accept or execute service requests outside the Platform that were facilitated by or originated through the Platform, except with prior written consent of Hoorá, to protect the safety, integrity, and transparency of operations on the Platform.

1.2 Role of Hoorá

As part of the Services, Hoorá shall:

(i) Provide you with access to the Platform for the purpose of listing, scheduling, and managing Customer service requests for Pro Services;

(ii) Facilitate customer discovery and lead allocation, including by determining the amount payable by the Customer for the specific Pro Services rendered;

(iii) Provide algorithmic support and analytics to help optimize the use of your time, improve job allocation, and enhance your income generation potential through the Platform;

(iv) Collect payments from Customers on your behalf for Pro Services rendered, in its capacity as a limited-purpose payment collection agent and subsequently disburse such amounts to you or your Licensed Operator, subject to any applicable deductions;

(v) Maintain operational tools including mobile interfaces, dashboards, ratings systems, service tracking, and issue resolution frameworks in connection with the Pro Services.

1.3 Platform Limitations and Disclaimers

(a) You acknowledge that Hoorá does not:

- Employ you in any capacity;
- Supervise or control the technical delivery of Pro Services;
- Possess and maintain the necessary skills, knowledge, and care required for the use and application of vehicle grooming materials and equipment;
- Make representations or warranties on your behalf or on behalf of any Licensed Operator.

(b) Hoorá is **not liable** for:

- Any acts or omissions in the execution of Pro Services;
- Any harm, injury, chemical misuse, or damage caused by you to a Customer or property;
- Any third-party claims, regulatory violations, or customer disputes arising from your direct provision of vehicle grooming services.

You and the Licensed Operator shall be **solely liable and responsible** for the safe, legal, and effective performance of all Pro Services undertaken via the Platform.

1.4 Commercial Usage Restrictions

(a) The Platform is made available to you **strictly for commercial use** and solely for the purpose of providing Pro Services through valid, lawful means within the territory of India.

(b) Any use of the Platform for:

- Non-commercial purposes,
 - Sharing credentials with others,
 - Undertaking Pro Services outside the Platform or bypassing Hooras's system, shall constitute a **material breach** of these Terms.
-

1.5 Communications and Messaging

(a) Hooras may send you operational messages, service alerts, reminders, performance updates, promotional offers, training invitations, and other communications through:

- SMS,
- Phone calls,
- WhatsApp messages,
- In-app notifications,

- Emails.

(b) While you may opt out of **non-essential promotional messages** by contacting **[insert grievance address mail id]**, you acknowledge that **essential transactional communications** related to bookings, payments, compliance, or ratings **cannot be opted out of** and form a necessary part of your continued use of the Platform.

(c) You understand that opting out of essential service-related communications may lead to the **deactivation or limitation of your account access**.

1.6 Mandatory Orientation and Training

(a) Before being permitted to accept or perform any Pro Services via the Platform, you are required to attend a **mandatory orientation program**, either virtually or at the local Hooraa onboarding center.

This orientation shall cover:

- Platform usage,
- Service booking processes,
- Customer interaction protocols,
- Platform integrity and safety expectations,
- Role and liability boundaries.

(b) In addition, you shall provide mandatory technical training covering:

- Vehicle grooming service methodology,
 - Safety standards,
 - Equipment handling,
 - Chemical safety and legal compliance,
 - Use of protective equipment and documentation.
-

1.7 Onboarding and Orientation Fee

(a) Hoora reserves the right to charge a **non-refundable onboarding or orientation fee**, which shall be:

- Notified to you in advance,
- Reasonable and proportionate to your service category and operating city,
- Recovered in monthly instalments from your service earnings after you start using the Platform.

(b) This fee does not cover any separate training costs, licensing requirements, or personal protective equipment that may be supplied by or required under the policies of your Licensed Operator.

2. ACCOUNT CREATION

2.1 Eligibility to Create an Account

(a) In order to access the Hoora Platform and deliver vehicle grooming services (“Pro Services”), you must register and maintain a verified service professional account (“Account”) on the Platform.

(b) You are eligible to create an Account only if:

- You are an individual of sound mind and at least **18 (eighteen) years of age** at the time of registration;
- You are legally competent to enter into a binding contract under the Indian Contract Act, 1872;
- You are engaged or affiliated with a vehicle grooming business or operate independently and have been duly onboarded on the Platform to provide vehicle grooming services in compliance with applicable Indian laws.
- You have not been previously debarred, suspended, or blacklisted from any similar service platform or by any regulatory body.

2.2 Information and Documents Required

(a) Upon initiating registration, you shall be required to submit true, correct, and complete information and documents, including but not limited to:

- Full name (as per government ID);
- Current address and permanent address;
- Mobile number and email address;
- Date of birth;
- A copy of valid **government-issued photo ID** (Aadhaar Card, Voter ID, Passport);
- PAN card and bank account details for payout processing;
- Certification or letter of engagement from the Licensed Operator;
- Training or qualification certificate related to vehicle grooming services (if available);
- Passport-size photograph and uniform photograph (if applicable);
- Any other document required under the relevant guidelines.

(b) You agree to update your Account information promptly if there is any change in the above data, and you expressly understand that continued access to the Platform may be suspended or terminated if the details become outdated or unverifiable.

2.3 Security Deposit and Refund

(a) At the time of Account creation, Hoora may require you to pay a **refundable security deposit**, the amount of which may vary based on:

- The category or scope of Pro Services offered;
- The equipment or kits issued;
- Regional market conditions.

(b) Upon termination of your Account, the security deposit will be refunded to you within **14 (fourteen) working days**, subject to:

- Return of all Hooraa-owned equipment (if any);
 - Clearance of all dues or penalties;
 - No outstanding liabilities to customers or Hooraa;
 - Absence of fraud, misconduct, or breach of these Terms.
-

2.4 Background Verification

(a) You consent to **background verification checks** being carried out by Hooraa or by a third-party agency engaged by Hooraa, both at the time of onboarding and periodically during your continued use of the Platform. These checks may include:

- Criminal record screening;
- Identity and address verification;
- Verification of certifications or licenses;
- Reference checks from previous platforms or employers.

(b) The **cost of background verification** shall be borne by you unless otherwise waived by Hooraa.

(c) Your ability to accept bookings and provide Pro Services is contingent upon Hooraa receiving a **satisfactory background report** as per its internal standards. Hooraa reserves the right to **reject, suspend, or terminate** your Account if your verification is incomplete, failed, or unsatisfactory.

(d) Hooraa expressly disclaims all responsibility or liability for errors in background check reports prepared by third-party agencies or failure of the Licensed Operator to validate your profile appropriately.

2.5 Single Account Policy and Restrictions

(a) You are permitted to **own, operate, and maintain only one Account** on the Platform. Multiple accounts—whether under your name, your family member's identity, or otherwise—shall be considered a **material breach** of these Terms.

(b) Hooraa reserves the absolute right to **terminate all duplicate accounts**, suspend your access to the Platform, and forfeit any pending payouts or deposits, without notice.

2.6 Account Security and Confidentiality

(a) You are solely and exclusively responsible for:

- Maintaining the **confidentiality and security** of your login credentials;
- Ensuring that **no other person accesses** your Account or uses your credentials;
- Notifying Hoorra immediately upon discovering any breach or suspected unauthorized use.

(b) If Hoorra determines that your Account was:

- Accessed by an unauthorised person,
- Shared, sold, or transferred to a third party,
your access may be **suspended or permanently revoked without notice**, and any pending earnings may be withheld subject to internal investigation.

(c) Hoorra shall not be liable for any **loss, damage, or liability** resulting from unauthorized use of your Account.

2.7 Liability for Account Activity

You are **fully responsible and liable** for:

- All actions taken under your Account,
- Every booking accepted or missed,
- Any service provided under your identity,
- All payment transactions initiated or received through your Account.

Hoorra will not entertain claims of impersonation or fraudulent access unless reported in writing within **24 (twenty-four) hours** of such incident.

2.8 Communications and Notifications

(a) By registering an Account, you provide your **explicit consent** to receive communications from Hoorra, including but not limited to:

- Booking alerts and service confirmations,
- Payment settlement reports,
- Compliance and training reminders,
- Platform policy updates and legal notices,
- Promotional messages or service tips.

(b) Communications may be made via:

- SMS,
- In-app notifications,
- Phone calls (automated or otherwise),
- WhatsApp or email.

(c) You may opt out of **non-essential promotional content**, but you **cannot opt out of essential operational or legal communications**, as these are a condition of continued Platform access.

3. BOOKINGS AND CREDITS

3.1 Service Booking Access and Acceptance

(a) The Hooraa Platform facilitates real-time booking requests (referred to as "**Leads**") from Customers seeking vehicle grooming services. You, as a registered Vehicle Grooming Service Professional engaged by a Licensed Operator, may accept such Leads **subject to your availability**, service radius, and active status on the Platform.

(b) A Lead will be visible to you via the Hooraa Partner App and may contain details such as:

- Customer name and contact information,
- Type of vehicle grooming service requested,
- Service date and time preferences,

- Service location and estimated duration.

(c) To confirm and accept a Lead, you must:

- Click "Accept" within the response window defined by Hooraa,
- Ensure compliance with any category-specific requirements,
- Maintain an adequate Hooraa Credit balance (defined below),
- Be physically able to reach the Customer's location within the scheduled time.

(d) Failure to respond within the required time or frequent rejection of Leads may result in:

- Temporary reduction in Lead access,
- Downgrade in your ranking,
- Ineligibility for performance-based incentives.

3.2 Ranking and Lead Prioritization

(a) Hooraa uses an algorithmic Lead allocation system that ranks Service Professionals based on a set of dynamic performance metrics. Your rank impacts the visibility and priority of incoming Leads.

(b) The following criteria are applied in descending order of weight:

(i) Customer Ratings – Your average rating based on post-service feedback, complaint resolutions, and hygiene/safety compliance.

(ii) Geographic Proximity – The physical distance between your current location and the Customer's address.

(iii) Lead Acceptance Rate – The ratio of Leads accepted to Leads offered within a defined time period.

(iv) Completion Consistency – Timely arrival, full service delivery, and proper closure of prior bookings.

(v) Cancellation Rate – Your history of service rejections or no-shows, especially after accepting a Lead.

3.3 Hooraa Credits System

(a) Nature of Hooraa Credits

(i) **Hooraa Credits** are digital tokens assigned to your Account and are required to:

- Access service Leads,
- Enrol in incentive programs,
- Unlock premium features.

(ii) These Credits must be **purchased by you** through the Hooraa App via approved payment gateways. The balance will be updated upon confirmation of payment.

(iii) Hooraa reserves the right to:

- Modify the number of Credits required per Lead based on demand,
- Introduce or remove features tied to Credits,
- Restrict service access for insufficient balance.

(b) Pre-Deposit Requirement

(i) For selected Pro Services or service categories, Hooraa may mandate a **Pre-Deposit of Hooraa Credits**, calculated either:

- As a percentage of the total Lead value, or
- As a fixed, non-refundable credit threshold.

(ii) The Pre-Deposit:

- Must be available in your Account **before Lead details (like address/contact) are unlocked**,
- Will be **held temporarily** until service completion,
- Is refundable (unless you cancel or fail to fulfil the Lead).

(iii) If your balance falls below the minimum required Pre-Deposit level, you will be **prevented from accepting new Leads** until sufficient credits are restored.

(iv) You explicitly authorise Hoorá to:

- **Auto-deduct credits** to replenish your Pre-Deposit,
- Recover Pre-Deposit deficits from future service payments.

(c) Usage of Credits

Credits may also be used to:

- Purchase safety equipment and service kits,
- Subscribe to Hoorá-led promotional plans,
- Offset charges levied for service cancellations, customer refunds, or penalties.

3.4 Promotional Credits and Rewards

(a) Hoorá may, at its sole discretion, issue **Promotional Credits** (“Promo Credits”) into your Account as part of:

- Onboarding bonuses,
- Seasonal promotions,
- Performance-based campaigns.

(b) These Promo Credits:

- May be **subject to usage restrictions** (e.g., Lead unlock only),
 - Are **not transferable, not encashable**, and may **expire** if unused within a defined period,
 - May be **revoked** at any time for misuse, fraud, or Terms violation.
-

3.5 Performance-Based Schemes and Lead Multipliers

(a) Hoora may periodically run **target-based campaigns** wherein high-performing Service Professionals receive:

- Preferential Lead access,
- Bonus Credits,
- Recognition badges or certifications.

(b) Eligibility is determined through:

- Consistent 5-star ratings,
- High acceptance-to-completion ratio,
- Adherence to customer service protocols.

(c) Participation is **voluntary**, but must be **earned** through verified performance. Any attempt to manipulate or fraudulently improve performance metrics will lead to disqualification and possible suspension.

3.6 Suspension or Forfeiture of Credits

Hoora reserves the right to **withhold, cancel, or permanently remove** any Hoora Credits or Promo Credits if:

- Fraud, technical abuse, or manipulation is detected,
- Promo code conditions are violated,
- Multiple accounts are used to redeem a single offer,
- Your Account is deactivated for breach of Terms.

4. USE OF SERVICE PARTNER

4.1 Restriction on Engagement of Service partner

(a) You expressly agree and acknowledge that, in connection with your delivery of vehicle grooming services (“Pro Services”) under these Terms, you **shall not engage, employ, assign, delegate, subcontract, or otherwise involve any other person** (“Service Partner”) to assist you in the performance of Pro Services at the Customer’s premises, **under any circumstances**, unless specifically permitted in writing by Hooraa.

(b) The prohibition under Clause 4.1(a) includes:

- Any person physically accompanying you to a Customer’s location;
- Any unregistered individual accessing Customer property or equipment on your behalf;
- Use of unverified labour or casual workers, irrespective of their relationship to you.

(c) The rationale for this prohibition includes but is not limited to:

- Ensuring customer safety and privacy;
- Compliance with licensing and safety standards under the **other relevant act**;
- Regulatory traceability and operational accountability.

4.2 Breach and Consequences

(a) Any violation of this Clause 4 shall constitute a **material breach** of these Terms and may result in:

- **Immediate suspension or termination** of your access to the Platform;
- **Forfeiture of pending earnings and/or security deposits**;
- **Legal liability** under relevant statutes, including but not limited to breach of contract, negligence, or trespass;
- **Blacklisting from all Hooraa-operated or affiliated platforms.**

(b) You shall indemnify Hooraa and hold it harmless from any claim, complaint, or damage caused by your engagement of a Service Partner in violation of this Clause.

5. PRICING, PAYMENT TERMS, AND TAXES

5.1 Payment Facilitation by Hooraa as Collection Agent

(a) Upon successful completion of the Pro Services by you, Hooraa Technologies Private Limited (“Hooraa”) shall act solely as a **limited payment collection agent** on behalf, your Licensed Operator.

(b) In this role, Hooraa shall:

- Facilitate the collection of the payment due to you for Pro Services rendered;
- Process and disburse such payments into your registered bank account or wallet;
- Issue a confirmation of the receipt of funds on your behalf.

(c) The **receipt of payment by Hooraa shall be considered as receipt by you**, and shall discharge its payment obligation to the extent of such collection.

(d) All payments shall be inclusive of applicable taxes (such as GST, if applicable), and shall be deemed **final and non-refundable**, unless otherwise determined by Hooraa in accordance with these Terms (e.g., service disputes or refund claims).

5.2 Marketplace Convenience Fee and Invoicing

(a) Hooraa derives its revenue through a **marketplace convenience fee**, which is charged separately to the Customer for the use of the online booking platform.

(b) In case the Customer makes payment through the Platform:

- Hooraa shall retain its convenience fee before remitting the balance to you (after adjustments for your Pre-Deposit or Credits used).

(c) In case the Customer pays the service amount and the platform convenience fee **in cash to you**, you agree and authorise Hooraa to **deduct the retained fee** from your Credit balance or subsequent payouts.

5.3 Cancellation and Pre-Deposit Forfeiture

(a) If you cancel a confirmed booking (Lead) after acceptance, Hooraa may, at its sole discretion:

- Retain all or part of the **Pre-Deposit** amount paid to access that Lead;
- Impose a cancellation penalty as per platform policies.

(b) You hereby waive the right to raise any refund or dispute claim with respect to forfeited Pre-Deposits under this clause, unless it is proven that the cancellation occurred due to a **platform-side error or Customer-side cancellation**.

5.4 Business Advances

(a) Subject to written request and approval, Hoorá may provide you with **Business Advances** to support your service delivery activities (e.g., for purchase of consumables, kit replacement, or working capital).

(b) You agree that:

- Any such Advance is recoverable by Hoorá and shall not be treated as a wage, salary, or grant;
 - The repayment terms shall be governed by a pre-agreed schedule;
 - You expressly authorise Hoorá to deduct all outstanding Business Advance repayments from:
 - Your Hoorá Credit balance;
 - Your future service payouts.
-

5.5 NBFC Loan Repayments and Other Platform Charges

(a) If you have availed a **loan or credit facility from a Non-Banking Financial Company (NBFC)** using the Hoorá Platform as a facilitator, you hereby authorise Hoorá to:

- Deduct monthly loan instalments on your behalf from your payouts;
- Make such deductions in accordance with your repayment obligations under the NBFC agreement.

(b) Additionally, Hoorá shall be entitled to deduct the following (where applicable) from your payments:

- Charges for onboarding and registration;
- Cost of safety equipment, tools, and platform-provided kits;

- Payment gateway charges and aggregator service fees;
- Late reporting fees, rescheduling or cancellation penalties;
- Demand surcharges (for peak time bookings);
- Any government levy or statutory contribution that may be mandated.

(c) Hooraa clarifies that it is **not a financial services provider**, does not issue loans or credit lines, and merely facilitates NBFC access without responsibility for loan disbursement or recovery.

5.6 Deferred Payments

(a) You agree and acknowledge that Hooraa may **defer a portion of your payout** for up to **90 (ninety) days**, in the following scenarios:

- Suspected fraud, customer complaint, or quality issue;
- Outstanding taxes or legal hold on earnings;
- Accounting reconciliation or audit review.

(b) In such events, Hooraa shall communicate the reasons in writing or via the App, and disburse the balance upon resolution of the issue, or expiration of the deferment period, whichever is earlier.

5.7 Payment Processors and Disbursement Terms

(a) Hooraa may use a registered **third-party payment processor** (“**Payment Processor**”) for the collection and disbursement of Customer payments.

(b) All payment-related operations, including failures, delays, reversals, or overcharges, shall be **subject to the terms and policies** of the relevant Payment Processor.

(c) Hooraa shall not be held liable for:

- Any technical issues or delays attributable to the Payment Processor;
- Any service fee charged by the Payment Processor;

- Disputes between you and your bank regarding credited funds.
-

5.8 Right to Offset and Cross-Deduction

(a) You agree and authorise Hooraa to **set off any monies due to you** against your **outstanding obligations** under these Terms or any related agreement, including but not limited to:

- Amounts owed to Hooraa or its affiliates;
- Fees for products purchased via the Platform;
- Customer compensation paid by Hooraa on your behalf;
- Promo Credits misused or wrongly availed.

(b) In such cases, Hooraa may withhold payouts partially or fully, until the outstanding amount is recovered.

5.9 **Taxation and Withholding**

(a) Tax Responsibility

You acknowledge and agree that you are:

- Solely responsible for determining your tax reporting and payment obligations under applicable laws (e.g., GST, Income Tax);
- Responsible for the proper issuance of any invoices or documentation required for tax compliance;
- Not entitled to any tax advice or assistance from Hooraa.

(b) TDS Deductions

(i) Hooraa shall, deduct **Tax Deducted at Source (TDS)** under **Section 194C** of the Income Tax Act, 1961, at the rate of **1%** on your service earnings.

(ii) If you fail to submit your **PAN or Aadhaar** details, Hooraa shall deduct TDS at the higher rate of **20%**, in accordance with Indian tax law.

(iii) TDS shall only be applicable on the **value of services rendered**, and **not on the value of consumables** or materials used during the service.

(c) GST and Indirect Tax

(i) If required under law, you are responsible for:

- Obtaining a valid GSTIN;
- Charging GST correctly on your invoices;
- Filing monthly/quarterly GST returns.

(ii) Where applicable, Hooraa may:

- Withhold GST payments or input credits unless proper compliance is demonstrated;
- Deny access to the Platform for non-compliance.

(d) Regulatory Changes

You acknowledge that tax rates, deductions, and reporting obligations are subject to change under Indian law. Hooraa reserves the right to **update this Clause** without prior notice to reflect legal or regulatory updates.

6. CONDUCT AND PROFESSIONAL BEHAVIOUR

6.1 Non-Discrimination Policy

(a) As a Service Professional registered on the Hooraa Platform and rendering Pro Services, **you shall not engage in any discriminatory practices** against Customers on any legally or morally impermissible grounds, including but not limited to:

- Race or ethnic origin,
- Religion or religious beliefs,
- Caste, sub-caste, or community,
- Language,
- National origin or domicile,

- Gender, gender identity, or sexual orientation,
- Marital or family status,
- Disability or physical/mental health condition,
- Age,
- Socio-economic status.

(b) Any refusal to provide service, use of derogatory language, or differential pricing based on any of the above grounds shall be considered **gross misconduct** and may result in:

- Immediate account suspension or termination,
- Forfeiture of payouts and Credits,
- Reporting to appropriate authorities under the **Indian Penal Code, Rights of Persons with Disabilities Act, 2016**, or other applicable laws.

6.2 Standard of Behaviour with Customers

(a) You are required to conduct yourself in a **professional, courteous, and respectful manner** during all Customer interactions, including during scheduling, on-site service execution, and post-service communication.

(b) Specifically, you shall:

- Address Customers politely and avoid any personal comments;
- Adhere strictly to the booked service scope and refrain from offering unrelated services or personal promotions;
- Not engage in any form of harassment, intimidation, solicitation, or unauthorised contact post-service;
- Respect the Customer's property and privacy, and exit the premises immediately after completing the service;

- Comply with dress code or appearance norms, if specified by Hoorā.

(c) Hoorā reserves the unilateral right to **restrict, suspend, or permanently disable** your access to the Platform, without prior notice, in the event of:

- Any complaint received from a Customer alleging misconduct, abuse, or offensive behaviour;
- Verification of audio/visual or chat-based evidence demonstrating unacceptable behaviour;
- Patterns of repeated low-star ratings or conflict escalation.

(d) You may be required to undergo **retraining, counselling, or certification** at your own cost to regain platform access, depending on the severity of the incident.

7. USER CONTENT, RATINGS AND PLATFORM FEEDBACK

7.1 Definition and Scope

(a) “User Content” means and includes any information, text, images, audio, video, feedback, ratings, suggestions, comments, or reviews that are **posted, submitted, transmitted, or otherwise communicated by you or any Customer** via the Hoorā Platform.

(b) This may include:

- Ratings or reviews provided by Customers about you and your service;
 - Feedback submitted by you about Customer behaviour or complaints;
 - Photographic evidence (before/after service images);
 - Suggestions shared via surveys, polls, or in-app forms.
-

7.2 Platform Rights and Usage of Content

(a) By submitting or posting any User Content, you grant Hoorā and its affiliates, a **non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sublicensable, and transferable licence** to:

- Host, store, display, modify, publish, distribute, and create derivative works of such content;

- Use your feedback and reviews for platform improvement, service allocation algorithms, marketing campaigns, and training materials.

(b) This licence is granted **without any expectation of compensation or acknowledgment**, and survives termination of your relationship with Hoorá.

7.3 Authenticity and Restrictions

(a) You warrant that:

- All User Content posted by you is accurate, fair, and not misleading;
- You shall not submit false ratings or fabricate reviews about Customers;
- You shall not attempt to coerce or incentivise Customers into providing false reviews (positive or negative).

(b) You are solely responsible for any content you post or share and shall indemnify Hoorá for any third-party claim arising therefrom.

7.4 Moderation and Removal

(a) Hoorá may, at its sole discretion and without prior notice, **edit, restrict, flag, or delete any User Content** that:

- Is defamatory, obscene, abusive, or harassing;
- Infringes on third-party rights including privacy or IP;
- Contains promotional or commercial content unauthorised by Hoorá;
- Violates any law, regulation, or these Terms.

(b) You shall not object to such removal nor hold Hoorá liable for any consequences thereof.

7.5 Waiver of Moral Rights

(a) You expressly waive any and all “moral rights” or similar rights under **Section 57 of the Indian Copyright Act, 1957**, or under any applicable jurisdiction, relating to attribution, integrity, or control over User Content once submitted to Hooraa.

8. CONSENT TO USE DATA

8.1 Collection and Processing of Personal Information

(a) By registering on the Hooraa Platform and providing Pro Services, you expressly consent to Hooraa’s collection, storage, use, processing, sharing, and transfer of your personal information in accordance with the **Hooraa Privacy Policy**, the provisions of this Agreement, and applicable Indian laws.

(b) The term “Personal Data” includes but is not limited to:

- Full name, address, contact number, email;
- Government-issued identification (e.g., PAN, Aadhaar);
- Bank account or payment information;
- Geolocation data, device identifiers;
- Facial images (for KYC or profile verification);
- Ratings, reviews, and user-generated feedback;
- Any other data voluntarily submitted or collected during service execution.

8.2 Verification and KYC Obligations

(a) You acknowledge and agree that certain services may only be made available to you upon submission and successful verification of identity and eligibility documents as required by Hooraa or mandated by law, including but not limited to:

- Proof of identity (Aadhaar, PAN, Voter ID, Driving License);
- Proof of address;
- Police verification certificate;

- Valid government-issued and any required vehicle grooming training certifications (if applicable)

(b) Failure to provide such information or any discrepancy found during the verification process may result in:

- Temporary restriction of Platform access;
- Suspension of earnings;
- Permanent deactivation, at Hoorá's sole discretion.

8.3 Use of Data for Operational and Analytical Purposes

(a) You agree that Hoorá may use the data and information collected about you for legitimate operational purposes, including but not limited to:

- Service delivery enablement and platform functionality;
- Verification, audit, and fraud prevention;
- Statistical and behavioural analysis;
- Improvement of lead allocation systems;
- Customisation of subscription offers and incentive plans.

(b) Hoorá may also anonymise or aggregate such data for internal research, analytics, and business intelligence purposes.

8.4 Disclosure to Affiliates and Third Parties

(a) You hereby provide consent for Hoorá to disclose your personal data to:

- Its affiliates, subsidiaries, and group entities;
- Financial institutions or NBFCs for credit assessment (where applicable);

- Logistics or equipment delivery providers;
- Legal and compliance auditors.

(b) Hoorra ensures that such disclosures are made under contracts containing appropriate confidentiality, data protection, and usage limitations in line with applicable law.

8.5 Law Enforcement and Regulatory Disclosures

(a) You acknowledge that Hoorra may be required by law, regulation, legal process, or governmental request to disclose your personal information to:

- Law enforcement agencies;
- Government bodies such as CERT-In, ED, RBI, etc.;
- Regulatory authorities conducting inquiries.

(b) Such disclosures shall not require your prior consent, and Hoorra shall not be liable for any consequences arising from such lawful disclosures.

8.6 Retention and Data Security

(a) Hoorra shall retain your personal information only for such duration as is necessary for the purposes mentioned in these Terms or as required under applicable law.

(b) Hoorra shall implement industry-standard technical and organisational measures, including encryption and access control, to protect your data from unauthorised access, alteration, or destruction.

9. THIRD PARTY SERVICES

9.1 Nature of Third Party Services

(a) The Hoorra Platform may contain content, tools, APIs, software modules, advertisements, products, or services which are owned, created, or operated by third parties (collectively referred to as “Third Party Services”).

Examples include:

- Integrated loan or insurance partners (e.g., NBFCs),
 - Logistics providers for kit delivery,
 - Payment gateways and wallet services,
 - Background verification vendors,
 - Communication or customer survey tools.
-

9.2 Responsibility and Risk Disclaimer

(a) You acknowledge that:

- The use of any Third Party Services is **entirely at your own discretion and risk**;
- Hooraa does not own, operate, or control such services and does not endorse them.

(b) Hooraa **makes no warranties, express or implied**, regarding:

- The availability, functionality, or accuracy of Third Party Services;
 - The safety, legality, or data handling practices of third-party platforms;
 - The outcomes of your engagement with such third parties.
-

9.3 Terms and Policies of Third Parties

(a) By accessing or using any Third Party Services via the Hooraa Platform, you shall be deemed to have agreed to be bound by the applicable **terms of use, privacy policies, disclaimers, and warranties** of such third parties.

(b) You are solely responsible for reviewing such terms before proceeding with any action (e.g., uploading documents for background check or entering into a credit agreement).

9.4 Intellectual Property of Third Parties

All content, trademarks, logos, service marks, software, and intellectual property that form part of Third Party Services remain the sole and exclusive property of the respective third-party owners. You agree not to infringe, misuse, copy, or distribute the same.

10. YOUR RESPONSIBILITIES

10.1 Truthfulness and Accuracy of Information

(a) You hereby represent, warrant, and undertake that all information, documentation, certifications, licences, permits, or materials provided by you to Hoorá at any time, including during Account registration, onboarding, or any subsequent updates:

- Are complete, true, accurate, and not misleading in any manner;
- Reflect your actual identity, skill level, legal status, and capacity to render vehicle grooming services under applicable law;
- Will remain updated throughout your engagement with the Hoorá Platform.

(b) You agree to **immediately notify Hoorá in writing** via email or through the Platform if:

- Any of the submitted information becomes outdated or incorrect;
- There is a change in your legal status, contact details, banking credentials, or licensure status;
- You become subject to criminal investigation or any regulatory action.

Failure to update such information shall be considered a material breach of these Terms, and Hoorá shall not be liable for any loss, suspension, or penalty you may suffer due to such failure.

10.2 Legal and Contractual Cooperation

(a) You shall fully cooperate with Hoorá in connection with:

- Any legal claim, dispute, investigation, or inquiry involving your conduct or services;
- Responding to requests from regulators, tax authorities, courts, or law enforcement;
- Internal audits or performance reviews by Hoorá.

(b) You agree to provide documents, records, access logs, and any factual clarifications required to resolve such proceedings.

10.3 User Content Responsibility and Integrity

You acknowledge that you are solely and wholly responsible for all information, reviews, images, text, or data (“User Content”) submitted by you through the Platform or in association with any Customer interaction.

You represent and warrant that:

(i) You shall not self-review or manipulate ratings by submitting false or unauthorised feedback, including via third-party identities;

(ii) You have legal rights, licences, or authority to publish, transmit, or submit any such content;

(iii) Your User Content shall not violate any law, regulation, third-party agreement, or community guideline, and in particular:

- Does not impersonate another person, entity, or misrepresent your affiliation;
- Does not violate intellectual property laws (e.g., trademarks, patents, copyrights);
- Does not include malicious code, spyware, or any software intended to disrupt systems;
- Does not breach any third-party confidentiality or publicity rights;
- Is not obscene, sexually explicit, defamatory, hateful, threatening, discriminatory, false, or misleading;
- Does not advocate or promote any illegal activity, hate speech, gambling, or financial scams;
- Does not endanger minors or promote unsafe practices;
- Does not violate any restriction under Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

(iv) You shall be responsible for any legal consequences, liabilities, or damages arising from or related to your User Content.

(v) Hooraa may remove, block, edit, or report such content without prior notice if it finds it violative of these Terms or any applicable law.

10.4 Restrictions on Use of the Platform

You shall not use the Platform in any way that:

- (i) Infringes or misappropriates any third party's intellectual property or other proprietary rights;
 - (ii) Copies, distributes, modifies, republishes, uploads, posts, or transmits any content of the Platform unless explicitly permitted by Hooraa;
 - (iii) Introduces or disseminates any virus, trojan horse, worm, malware, adware, or similar malicious software;
 - (iv) Engages in screen-scraping, spidering, or other automated extraction of data for purposes of re-aggregation, resale, or analytics;
 - (v) Attempts to reverse-engineer, decompile, or disassemble any component of the Platform;
 - (vi) Attempts to bypass, manipulate, or interfere with Platform algorithms, lead distribution logic, or payout calculations;
 - (vii) Uses the Platform to transmit, share, or publish any unlawful content;
 - (viii) Mirrors, frames, deep-links, or otherwise replicates Platform functionality elsewhere;
 - (ix) Violates Indian laws such as the IPC, IT Act, GST Act, DPDP Act, or other applicable local/state regulations.
-

10.5 Platform Integrity and Security

You agree:

- (a) Not to interfere with or disrupt the integrity, availability, or performance of the Platform, including its databases, servers, APIs, or linked infrastructure.
 - (b) Not to probe, scan, or test the vulnerability of any system or network connected to the Platform, nor breach any authentication or security protocols.
 - (c) That Hooraa reserves the right to monitor your activity and communications on the Platform for legitimate purposes including fraud prevention, legal compliance, or service quality assurance.
-

10.6 Consequences of Breach

Any violation of your responsibilities under this Clause 11 shall entitle Hooraa to:

- Suspend or permanently disable your Account;
- Impose monetary penalties;

- Withhold payments or performance bonuses;
- Require indemnification for any damages suffered by Hooraa or its Customers;
- Pursue legal action under civil or criminal laws of India.

11. PLATFORM SAFETY AND ANTI-FRAUD OBLIGATIONS

11.1 Exclusivity of Customer Engagement through the Platform

(a) You hereby acknowledge and agree that, in order to protect the safety, security, privacy, and service quality of both the Customer and the Service Professional, **all Pro Services must be performed strictly through the Hooraa Platform** during the tenure of your engagement (“Period”).

- Any attempt to deliver, coordinate, negotiate, or accept payment for a vehicle grooming service **outside** of the Hooraa Platform, either:
 - Directly (by you), or
 - Indirectly (via referrals, intermediaries, phone, social media, or repeat bookings initiated outside the app), shall be deemed a **material breach** of these Terms and shall make you liable for:
 - Immediate suspension or termination of your access to the Platform,
 - Forfeiture of any security deposit or pending payouts,
 - Legal action for damages and loss of business.

(b) This clause shall apply **irrespective of who initiates the off-platform interaction** (you or the Customer), and regardless of whether the prior engagement originated through Hooraa.

(c) The restriction under Clause 11.1 shall **not apply** where Hooraa has expressly granted written consent for a particular case,

(d) The purpose of this clause is to:

- Ensure accountability, dispute resolution, insurance coverage (where applicable),
- Prevent fraud and ensure quality and safety,
- Uphold business continuity and protect the legitimate economic interests of Hooraa.

11.2 Restriction on Providing Similar Services Outside Hoorá

(a) You acknowledge and agree that you shall not offer, provide, or participate in providing the same or similar vehicle grooming services to any third party outside the Hoorá Platform, whether during the term of these Terms or after their termination.

(b) You further agree that you shall not associate with, or render vehicle grooming services through, any other platform, company, or independent arrangement that competes with Hoorá, directly or indirectly.

(c) This restriction is necessary to protect Hoorá's business interests, customer relationships, operational standards, and brand integrity, and shall survive the termination or expiry of these Terms.

11.3 Anti-Fraud and Misuse Monitoring

(a) Hoorá reserves the right to monitor, investigate, and take action against:

- Any manipulation of the booking flow (including false bookings or repeated cancellations),
- Collusion with Customers for non-platform settlements,
- Misuse of Hoorá Credits, Promo Credits, or subscription plans.

(b) You agree that Hoorá may deploy:

- AI-based detection mechanisms,
- Call monitoring (with consent),
- Activity logging, and,
- Investigations by internal compliance teams.

(c) You shall cooperate with such monitoring and, upon request, provide any relevant documentation, call recordings, geolocation logs, or proof of service execution.

12. OUR INTELLECTUAL PROPERTY

12.1 Ownership of Platform Content and Tools

(a) You acknowledge and agree that all rights, titles, and interests in the Platform and its underlying systems, technology, content, materials, and components—whether registered or unregistered—are the exclusive property of Hoorá or its licensors.

This includes, but is not limited to:

- All software code, APIs, dashboards, databases,
- Logos, branding, colour schemes, icons, and UI/UX elements,
- Training material, SOPs, service templates, content formats, and promotional assets,
- Reports, algorithms, rating and review systems, and commission structures.

(b) You are granted a **limited, revocable, non-exclusive, non-transferable, non-sub-licensable** right to use the Platform **solely for the purpose of delivering Pro Services** in accordance with these Terms and any operational guidelines issued by Hoorá.

12.2 Feedback and Submissions

(a) You may voluntarily submit feedback, ideas, complaints, suggestions, or bug reports (“Feedback”) to Hoorá.

(b) You agree that:

- Hoorá shall own all intellectual property rights in such Feedback,
 - You shall not receive any royalties, credits, or compensation,
 - Hoorá shall be free to use, copy, publish, display, license, or exploit such Feedback in any manner,
 - Your submission of Feedback is free of any encumbrances and does not violate any third-party rights.
-

12.3 Use of Branding Collateral

(a) To enhance customer trust and recognition, Hoorá may offer branding material or service kits (e.g., T-shirts, stickers, ID badges, digital assets) to Service Professionals.

(b) While the use of such collateral is optional, it is **strongly recommended** to:

- Promote brand consistency,
- Build customer trust and assurance,
- Distinguish authorised service partners from unaffiliated entities.

(c) You agree not to:

- Use Hooraa branding or name outside authorised contexts;
- Alter, misuse, sell, lend, or reproduce any branded material without written permission;
- Represent yourself as an employee or agent of Hooraa in any external matter.

12.4 Intellectual Property Violations

Any unauthorised use of Hooraa's intellectual property, including logos, code, systems, training materials, or customer data, shall be considered a **serious violation**, entitling Hooraa to:

- Terminate your Account immediately,
- Pursue criminal or civil remedies,
- Seek injunctive relief or compensation for damages.

13. TERM AND TERMINATION

13.1 Term of Agreement

These Terms and Conditions ("Terms") shall commence from the date on which you accept them electronically or in writing, or upon your first use of the Hooraa Platform to provide Pro Services, whichever is earlier, and shall remain in full force and effect until terminated in accordance with the provisions herein (the "Term" or "Period").

13.2 Termination by Hooraa

Hooraa may **restrict, suspend, deactivate, or permanently terminate** your access to and use of the Services, including your Account and any associated benefits or entitlements, without prior notice, upon occurrence of any of the following events:

(a) You breach, violate, or fail to comply with:

- Any of your obligations, responsibilities, warranties, or undertakings under these Terms; or
- Any operational rules, guidelines, or policies issued by Hoorá from time to time;

(b) You are found to have committed fraud, misrepresentation, service negligence, customer misconduct, or repeated cancellation of accepted bookings;

(c) You engage in or attempt to offer services to Customers **outside the Platform**, in violation of Clause 11 (Anti-Fraud Obligations);

(d) You fail to meet the minimum service quality standards, including, but not limited to:

- Customer ratings,
- Timeliness and attendance,
- Hygiene and safety compliance;

(e) You cease to be eligible under applicable laws or become legally disqualified due to criminal conviction, regulatory ban, or loss of required licences;

(f) You cease to be engaged with **Hoorá** for any reason (e.g., contract expiration, resignation, blacklisting, or termination by Hoorá Company);

(g) Hoorá, acting at its sole discretion, deems it appropriate to do so for:

- Legitimate operational, business, legal, or security-related reasons;
- Platform restructuring or discontinuation of certain categories or geographies.

13.3 Termination by Service Professional

You may terminate these Terms voluntarily, for any reason, by providing **written notice** to Hoorá via:

- Email to the official grievance or support address;
- In-person notification at the local Hoorá Company city office;

- By complying with any offboarding obligations required under your agreement with Hooraa.

13.4 Effects of Termination

Upon the termination of these Terms for any reason (whether by you or Hooraa)

(a) Your Account shall be permanently deactivated and you shall lose access to:

- The Platform,
- Job allocations or Leads,
- Payment tracking systems,
- Rating dashboards, and other functionality.

(b) You shall no longer be entitled to:

- Participate in promotional campaigns, subscription programs, or incentive bonuses;
- Receive any further service requests;
- Claim rewards, loyalty credits, referral fees, or booking guarantees, whether accrued or pending, unless specifically provided otherwise.

(c) Subject to final settlement, **Hooraa shall, within a reasonable period (not exceeding 30 days),** pay you:

- Any outstanding payments collected from Customers on your behalf (net of deductions),
- Any refundable security deposit submitted at the time of onboarding,
- Balance of unutilised Hooraa Credits (excluding Promo Credits),
- Refunds owed under specific clauses, **less any amounts you owe to Hooraa** (such as penalties, losses, outstanding advances, loan EMIs, taxes, etc.).

(d) All rights and licenses granted to you under these Terms shall immediately cease, and you shall:

- Cease to hold yourself out as an authorised Service Professional of Hooraa;
- Return or permanently delete any confidential business information, documentation, or proprietary materials received from Hooraa;
- **Immediately return** or destroy, at Hooraa's request, all Hooraa branded items, training manuals, chemical kits, identification badges, uniforms, or devices issued to you.

(e) Your obligations under the following clauses shall **survive termination** of these Terms:

- Clause 10 (Your Responsibilities),
- Clause 11 (Platform Safety and Anti-Fraud),
- Clause 12 (Intellectual Property),
- Clause 14 (Disclaimers and Warranties),
- Clause 15 (Indemnity),
- Clause 16 (Governing Law and Dispute Resolution), and
- Any clause which by its nature is intended to survive termination.

14. DISCLAIMERS AND WARRANTIES

14.1 As-Is Basis (a) The Services, including the Hooraa Platform and all associated functionalities, are provided to you strictly on an "as is" and "as available" basis. We expressly disclaim all warranties and conditions of any kind, whether express, implied, statutory, or otherwise, including but not limited to:

- Implied warranties of merchantability,
- Fitness for a particular purpose,
- Non-infringement,
- Accuracy, reliability, or completeness of information,
- Continuous or uninterrupted access to the Platform or its functions.

14.2 No Additional Warranty (b) No advice, guidance, training, or communication—whether oral or written—provided by Hooraa, or any representative, shall create any warranty or representation that is not expressly stated in these Terms.

14.3 Platform Role and Limitation of Liability (c) You expressly acknowledge that Hooraa functions solely as a technology platform that facilitates the connection between Service Professionals and Customers. Hooraa does not supervise, monitor, or verify the Pro Services delivered by you. The following disclaimers apply:

- Hoora is not a party to the service contract between you and any Customer;
- Hoora shall not be liable for any performance deficiencies, damages, injuries, or loss arising out of your Pro Services;
- Hoora has no obligation to intervene in disputes between Customers and Service Professionals.

14.4 Relationship Between Parties (d) Your engagement with Hoora is based on a principal-to-principal, non-exclusive, and voluntary basis. There is no employment, partnership, joint venture, franchise, or agency relationship between you and Hoora. You are free to engage with third-party platforms or clients, provided that you comply with the anti-fraud restrictions under Clause 11.

14.5 Legal and Regulatory Compliance (e) You affirm that you possess and maintain all required licenses, registrations, authorisations, and regulatory approvals necessary under Indian laws to perform the Pro Services.

14.6 Financial Services Disclaimer (f) Hoora does not offer or disburse any financial product, credit facility, or loan. Your use of any financial products or services offered through a third-party NBFC (Non-Banking Financial Company) is governed by their terms. Hoora is not liable for any losses or disputes arising therefrom. (g) Hoora is not:

- Registered with the Reserve Bank of India;
- A financial institution under any Indian law;
- Licensed to engage in financial services;
- Authorised to provide lending, deposit-taking, or financial advice.

14.7 Complaints and Rating Framework (h) Hoora will operate and manage a service-level complaint and feedback framework for Customers and Service Professionals. Hoora's resolution timelines will adhere to applicable laws, but you acknowledge that Hoora's involvement is as a platform operator only.

(i) Continued access to the Platform is subject to your Customer ratings meeting the minimum threshold set for your city and service category. Failure to meet this threshold may result in:

- Temporary blocking of your access;
- Requirement to attend retraining or service quality workshops;
- Permanent suspension from the Platform if performance remains unsatisfactory.

14.8 Connectivity and Equipment (j) You are solely responsible for securing and maintaining:

- Mobile data access;
- A compatible smartphone or device;
- Updated software. Hoora makes no representation that its Services will function uninterrupted or correctly on any specific device, operating system, or network.

14.9 Brand Protection (k) You agree that you shall not, whether publicly or in private communications:

- Publish, transmit, or circulate any defamatory, false, or misleading statement regarding Hoora;
- Disparage the UC/Hoora brand, trademarks, domain names, or affiliated service marks;
- Engage in any behaviour that could damage the business reputation or goodwill of Hoora.

14.10 General Limitations of Liability (l) To the fullest extent permitted under applicable law, Hoora and its affiliates disclaim all liability for any direct or indirect loss or damage, including but not limited to: (i) Inaccessibility, disruption, or delayed service on the Platform; (ii) Any breach of data, software corruption, server outage, or cyber-attack; (iii) Any financial loss due to Platform errors; (iv) Loss of any User Content or data, whether due to technical fault or user negligence.

14.11 Exclusion of Special Damages (m) Neither Party shall be liable to the other for:

- Indirect, incidental, consequential, exemplary, or punitive damages;
- Loss of revenue, profits, opportunity, or business reputation;
- Damages relating to misuse or abuse of customer data, except where proven to be caused solely by gross negligence of Hooraa.

14.12 Monetary Cap on Liability (n) The total monetary liability of Hooraa to you for any claim under these Terms shall not exceed:

- The actual commission received by Hooraa from the particular transaction;
- Or a **maximum cap of INR 50,000/- (Indian Rupees Fifty Thousand)**, whichever is lower.

(o) Your liability to Hooraa shall similarly be **capped at INR 50,000/- (Indian Rupees Fifty Thousand)**, unless otherwise required by applicable law or regulatory direction.

15.13 Non-Excludable Rights (p) Nothing in these Terms excludes any statutory warranties that cannot be lawfully excluded. Where such warranties apply, Hooraa's liability shall be limited to: (i) Re-performance of the affected service; or (ii) Refund of the cost of such service, at Hooraa's discretion.

15. INDEMNITY

15.1 You ("Service Professional") hereby agree to fully indemnify, defend (at the discretion of Hooraa), and hold harmless Hooraa, its parent entities, subsidiaries, affiliates, licensors, agents, officers, directors, employees, and representatives, from and against any and all losses, liabilities, damages, costs, claims, actions, proceedings, penalties, fines, and expenses (including but not limited to reasonable legal fees and court costs) that may arise out of or relate to:

- (a) your access to or use of the Platform or Services;
- (b) your breach or alleged breach of any term, representation, warranty, obligation, or covenant under these Terms;
- (c) your failure to comply with any applicable law, rule, or regulation;
- (d) the performance, or alleged deficiency in performance, of the Pro Services rendered by you to any Customer on behalf of Hooraa;
- (e) any claims raised by a Customer, regulatory authority, government agency, or third party in connection with your Pro Services or conduct;
- (f) any act or omission by a third party who may access or use your Account, with or without your knowledge or permission;
- (g) any violation of data protection or privacy laws by you, including unauthorised use or sharing of Customer data.

15.2 Your indemnification obligations shall survive the expiration or earlier termination of these Terms, and Hooraa shall have the right to recover indemnified amounts by way of set-off, deduction from payouts, or legal action.

15.3 In the event Hooraa chooses to defend itself in any proceeding covered under this clause, you shall provide all necessary cooperation, information, and documentation, including personal appearance before judicial or regulatory authorities if required.

15.4 Hoorá's Indemnity: Hoorá shall indemnify and hold harmless the Service Professional against any third-party claims arising solely due to Hoorá's gross negligence, wilful misconduct, or fraud in connection with the operation of the Platform. Hoorá's indemnity shall not extend to claims arising from your Pro Services.

16. JURISDICTION, GOVERNING LAWS, AND DISPUTE RESOLUTION

16.1 Dispute Raising Procedure:

In the event of any disagreement, claim, conflict, or dispute arising out of or relating to these Terms, including the interpretation, performance, or breach hereof (hereinafter "Dispute"), you must first seek to resolve such Dispute by:

- (a) contacting the designated Hoorá employee in your city,
- (b) reaching out via the Service Professional helpline or escalation channel,
- (c) participating in a scheduled focus group or grievance forum conducted by Hoorá, or
- (d) utilising the official complaints or grievance process established by Hoorá.

16.2 Good Faith Mediation:

If the Dispute remains unresolved through informal channels, the Parties shall endeavor to resolve such Dispute amicably by good-faith mediation within **forty-five (45) calendar days** from the date the Dispute is formally escalated to Hoorá in writing.

16.3 Governing Law and Jurisdiction:

These Terms shall be governed by and construed in accordance with the **laws of India**, without reference to conflict of law principles. Subject to the arbitration clause below, all Disputes shall be subject to the **exclusive jurisdiction of the courts at Nagpur, Maharashtra, India**.

16.4 Arbitration Clause:

In the event that the Dispute is not resolved through mediation within 45 days:

- (a) The Dispute shall be referred to and finally resolved by **arbitration** in accordance with the provisions of the **Arbitration and Conciliation Act, 1996** (as amended).
- (b) The arbitration shall be conducted by a **sole arbitrator** appointed mutually by Hoorá and the Service Professional. If the Parties are unable to mutually agree on the arbitrator, the arbitrator shall be appointed in accordance with the rules of the Indian Council of Arbitration.
- (c) The seat and venue of arbitration shall be **Nagpur, Maharashtra, India**.
- (d) The arbitration proceedings shall be conducted in the **English language**.

- (e) The Parties shall keep all arbitration proceedings and related documents confidential and shall not disclose them to any third party except as required under law.
- (f) The decision or award of the arbitrator shall be **final and binding** on the Parties.
- (g) Each Party shall bear its own costs and expenses, unless the arbitrator directs otherwise.

17. GRIEVANCE REDRESSAL

(a) Grievance Redressal Officer

If you have any complaints, concerns, or grievances regarding any aspect of the Services, these Terms, or any actions taken by Hooraa, you may contact our designated Grievance Redressal Officer via email or postal correspondence. The Grievance Redressal Officer shall be responsible for addressing complaints in a timely and lawful manner, in accordance with applicable Indian laws including the Information Technology Act, 2000 and Consumer Protection (E-Commerce) Rules, 2020.

Grievance Redressal Officer Details:

- **Name:** [To be appointed by Hooraa]
- **Designation:** Grievance Redressal Officer
- **Email Address:**
- **Registered Office:** Hooraa Technologies Private Limited, Arihant Kohinoor, Trimurti Nagar, Nagpur, Maharashtra, India, 440022

(b) Complaint Handling and Resolution Timeframes

We will acknowledge your complaint and endeavour to resolve it promptly in accordance with applicable laws and internal policies.

(c) Non-Penalisation for Collective Actions

Subject to these Terms, Hooraa affirms that no Service Partner shall be penalised in any form—including access restrictions, lead distribution limitations, or account suspensions—for being a member of a trade union or for participating in any lawful collective actions, including group negotiations or discussions regarding service terms.

18. MISCELLANEOUS PROVISIONS

(a) Modifications to the Terms

Hooraa reserves the right to revise these Terms at any time at its sole discretion. All modifications shall become effective **7 (seven) calendar days** from the date of publication on the Hooraa Platform. Continued use of the Services after such an effective date shall constitute your deemed acceptance of the revised Terms. You are advised to review these Terms periodically.

(b) Modification or Discontinuation of Services

Hooraa may, with **30 (thirty) days' prior notice**, add, modify, suspend, or permanently discontinue any part of the Services, in whole or in part, in any territory where the Services are made available. This shall not affect any rights or obligations accrued prior to such modification or discontinuation. Such modification shall be applied uniformly and shall not be used as a discriminatory measure against individual Service Partners.

(c) Severability

If any provision of these Terms is held by a court or competent authority to be invalid, unlawful, or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.

(d) Assignment

You shall not assign, transfer, sublicense, or otherwise deal with your rights or obligations under these Terms without prior written consent from Hooraa. Hooraa may assign its rights and obligations, without notice or your consent, to its affiliates, successors, or in connection with a corporate restructuring or sale.

(e) Notices

All notices or other communications under these Terms must be sent in writing to the following address or email:

- **Legal Contact Email:** [insert mail id]
- **Postal Address:** Legal Department, Hooraa Technologies Private Limited, Arihant Kohinoor, Trimurti Nagar, Nagpur, Maharashtra, India, 440022

Notices sent by email shall be deemed received on the date sent, and notices by post shall be deemed received within **7 (seven) business days** of dispatch.

(f) No Third-Party Rights

Unless explicitly stated otherwise, no third party shall have any rights under these Terms. The provisions herein shall be enforceable only by the Parties.

(g) Force Majeure

Hooraa shall not be held liable for any failure or delay in performance of its obligations under these Terms if such failure arises due to events beyond its reasonable control, including but not limited to natural disasters, strikes, power failures, war, acts of terrorism, pandemics, epidemics, or governmental actions.

(h) Relationship of the Parties

Nothing contained in these Terms shall be construed as creating a partnership, joint venture, agency, or employment relationship between you and Hoorah. You shall not represent yourself as an employee or agent of Hoorah or hold yourself out as authorised to bind Hoorah in any manner whatsoever.