

Terms of Use:

This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy, and Terms of Use for access or usage of domain name [www.pureev.in] ("Website"), including the related mobile site and mobile application (hereinafter referred to as "Platform").

The Platform is owned by PuR Energy Private Limited (hereinafter referred to as "PURE"), a company incorporated under the Companies Act, 1956 with its registered office at H. No. 10-38/2, Survey No 424/AA3 Kandi Village, Near IIT Hyderabad, Sangareddy, Telangana- 502285.

Your use of the Platform and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the Platform including the applicable policies which are incorporated herein by way of reference. If You transact on the Platform, You shall be subject to the policies that are applicable

to the Platform for such transaction. By mere use of the Platform, You shall be contracting with PuR Energy Private Limited and these terms and conditions including the policies constitute Your binding obligations, with PURE.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a buyer on the Platform by providing Registration Data while registering on the Platform as a Registered User using the computer systems. PURE allows the User to surf the Platform or make purchases without registering on the Platform. The term "We", "Us", "Our" shall mean PuR Energy Private Limited.

Accessing , browsing or otherwise using the site indicates your agreement to all the terms and conditions under these terms of use, so please read the terms of use carefully before proceeding. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by PURE Policies ((including but not limited to Privacy Policy available at Privacy) as amended from time to time.

Membership Eligibility:

Transaction on the Platform is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged, insolvent etc. are not eligible to use the Platform. If you

are a minor i.e. under the age of 18 years, you may use the Platform or access content on the Platform only under the supervision and prior consent/permission of a parent or legal guardian.

As a minor if you wish to transact on the Platform, such transaction on the Platform may be made by your legal guardian or parents. PURE reserves the right to terminate your membership and/or refuse to provide you with access to the Platform if it is brought to PURE's notice or if it is discovered that You are under the age of 18 years and transacting on the Platform.

Communications:

When You use the Platform or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically as and when required. We may communicate with you by email or by other mode of communication, electronic or otherwise.

Charges:

PURE reserves the right to change its Fee Policy from time to time. In particular, PURE may at its sole discretion introduce new services/fees and modify some or all of the existing services/fees offered on the Platform. In such an event, PURE

reserves the right to introduce fees for the new services offered or amend/introduce fees for existing/new services, as the case may be. Changes to the Fee Policy shall be posted on the Platform and such changes shall automatically become effective immediately after they are posted on the Platform. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to PuR Energy Private Limited. Under certain special circumstances PURE may apply some nominal fee.

Privacy:

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at [Privacy](#). If you object to Your Information being transferred or used in this way please do not use the Platform.

We process your Personal Data by relying on one or more of the following basis:

- i. You have consented to us processing your Personal Data for specified reasons.
- ii. The processing is necessary for compliance with a legal obligation we may have towards other stakeholders like law enforcement agencies, government agencies, regulators, etc.
- iii. The processing required for employment purposes.
- iv. The processing required to fulfil our reasonable purposes. (for e.g., credit scoring, recovery of debt, prevention and detection of any unlawful activity including fraud, to evaluate, develop and improve our products and services)
- v. The processing is required to meet our contractual obligation under the agreement executed with you and consent for the same is provided by you under such agreement.

We may share personal information with our other corporate entities and affiliates. These entities and affiliates may market to you as a result of such sharing unless you explicitly opt-out. We may disclose personal information to third parties. We do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

We may disclose your Personal Data to:

- i. Our Affiliates.

- ii. Our Sourcing Partners.
- iii. Credit Bureaus for loan eligibility, underwriting and submission post disbursement as per RBI Guidelines.
- iv. Third Party Service Providers who work for us or provide services or products to us.
- v. Our Partners.
- vi. Rating Agencies.

We may also share your Personal Data under the following circumstances:

- i. To respond to court orders, or legal process, or to establish our legal rights or defend against legal claims.
- ii. For transfer of loan exposures as per RBI Guidelines.
- iii. With lenders as part of borrowing conditions.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to summons, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

We and our affiliates will share some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity, or re-organisation, amalgamation, restructuring of business. Should such a transaction occur, another business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.

Types of data collected:

- i. Demographic, Identity & Contact Data (for e.g., name, last name, date of birth, email address, father's name, mother's name, address proof, contact number, language, occupation, state, physical address with pin code, age, nationality, spouse name, marital status, gender, religion, caste)
- ii. Authentication Data (for e.g., signature proof)
- iii. Personal Identification Documents (for e.g., PAN card, voter ID, passport, Aadhaar card, GSTIN, driving licence, ration card, etc.)
- iv. Financial Account Details (for e.g., bank account number, bank IFSC code, bank statement) income, proof of income (including salary slip or form 16 or ITR with computation of income)
- v. Educational & Professional Data (for e.g., employer data, resume, basic qualification, educational qualification, experience)

- vi. Online Identifiers and other Technical Data (for e.g., IP address, browser type, device identifiers, access time)
- vii. Device Information (for e.g., your storage, hardware model, operating system and version, unique device identifier, mobile network information, and information about the device's interaction with our services)
- viii. Personal Data collected via Permissions on our Mobile Application (for e.g., camera, contacts, location data, storage, photos, SMS)
- ix. Asset Related Data (for e.g., VIN, engine number, registration number, model type, chassis number, model code, model name, details with reference to any movable or immovable property)
- x. Communications details (for e.g., mobile number, emails, contact lists)
- xi. Generated Data (for e.g., logs, transaction records)
- xii. Testimonials that may contain some Personal Data. (for e.g., full name, city)

Disclaimer of Warranties and Liability:

PURE does not warrant that:

- This Platform will be constantly available, or available at all; or
- The information on this Platform is complete, true, accurate or non-misleading.

- You will be required to enter a valid phone number while placing an order on the Platform. By registering Your phone number with us, You consent to be contacted by Us via phone calls, SMS notifications, mobile applications and/or any other electronic mode of communication in case of any order or shipment or delivery related updates.

Payment:

While availing any of the payment method/s available on the Platform, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

- Lack of authorization for any transaction/s, or
- Exceeding the preset limit mutually agreed by You and between "Bank" or
- Any payment issues arising out of the transaction, or
- Decline of transaction for any other reason/s

Before shipping / delivering your order to you, Seller may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by you for your purchase. This is done in the interest of providing a safe online shopping environment to Our Users.

In case of Payment related glitch, the Customer can approach his respective bank and get the issue resolved. PURE will in no shape or form take responsibility for the technical glitch caused by the Customer's operating bank.

Delivery:

Availability of Dealership: The booking data of the Customer will be shared with the 'Authorised Dealer' nearby to your location, and the Dealership will contact the Customer with regards to the booking. The Dealership will initiate the delivery process within a span of 45 working days.

Unavailability of Dealership: In case, the Customer resides in an area where there are no 'Authorised Dealer' within a proximate distance there will be a waiting period of 60 days within which if a Dealership is not opened, the booking amount will be returned to the Customer within 30 working days after the waiting period.

Cancellation Policy: Under some unforeseen and unavoidable circumstances, if the customer seeks to cancel the booking and seeks for remuneration, the booking amount will be processed within a period of 30-45 days. The consumer must apply for the cancellation of the booking by reverting to the acknowledgment email of the particular booking, once the cancellation

procedure has been abided by the consumer, the booking amount will be processed within the above mentioned time-period.

Compliance with Laws:

As required by applicable law, if the Customer makes a purchase of an amount equal to or above INR 2, 00, 000.00/- the Customer will be required to upload a scanned copy of his/her PAN card on the Platform, within 4 days of making the purchase, failing which, the purchase made by the Customer will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted already by the Customer, it need not be submitted again. The order of the Customer shall stand cancelled if there is a discrepancy between the name of the Customer and the name on the PAN Card.

PURE will comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued thereunder and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import

Policy of government of India) applicable to them respectively for using Payment Facility and PURE Platform.

Force Majeure

Notwithstanding any other provision set forth in these terms and conditions, PURE shall not be liable for any failure or delay in its performance due to any cause beyond PURE's reasonable control, including, without limitation, any act of war or civil insurrection, national emergencies, acts of God, fire, explosion, vandalism, storm, earthquake, flood, embargo, riot, sabotage, industry-wide strikes, lockouts, work stoppages or other labour difficulties, industry-wide supplier failures, unavailability of materials, rights of way or governmental acts; provided, however, that PURE shall use its commercially reasonable efforts to correct promptly such failure or delay in performance to the extent consistent with then applicable law and regulatory requirements and appropriate in light of the existing circumstances.

Customer Conduct

Terms

- PURE fosters diversity, inclusion of personnel from each race, social origin, caste, ethnicity, nationality, gender, gender identity and expression, sexual orientation, disability, religion or belief, age or any other grounds.
- PURE prohibits discrimination against its employees under any circumstances and on any grounds including on the basis of race, religion, caste, place of origin, disability, sexual orientation, sex, marital status, gender identity, age, or any other characteristics that may be protected under applicable law.
- We reserve the right to withhold access to the Platform and otherwise limit Your access to the Platform at Our absolute discretion if You behave towards any employee working with PURE in a manner which is discourteous, disrespectful, or abusive, or which otherwise may be deemed to be inappropriate or unlawful.
- You are expected to treat all employees with courtesy and respect.

Email Abuse & Threat Policy

PURE encourages its Users to be professional, courteous and respectful when communicating by email.

However, PURE will investigate and can take action on certain types of unwanted emails that violate PURE policies.

Such instances:

Threats of Bodily Harm - PURE does not permit Users to send explicit threats of bodily harm.

Misuse of PURE System - PURE allows Users to facilitate transactions through the PURE system, but will investigate any misuse of this service.

Spoof (Fake) email - PURE will never ask you to provide sensitive information through email. In case you receive any spoof (fake) email, you are requested to report the same to Us through the 'Contact Us' tab.

Spam (Unsolicited Commercial email) - PURE's spam policy applies only to unsolicited commercial messages sent by PURE Users. PURE Users are not allowed to send spam messages to other Users.

Offers to Buy or Sell Outside of PURE - PURE prohibits email offers to buy or sell listed products outside of the PURE Platform. Offers of this nature are a potential fraud risk for Buyers.

PURE policy prohibits user-to-user threats of physical harm via any method including, phone, email and on Our public message boards.

Violations of this policy may result in a range of actions, including any and all legal remedies available.

Trademark, Copyright and Restriction

This site is controlled and operated by PURE and products are sold by PURE. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Platform is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other Platform or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

Entire Agreement

These terms and conditions constitute the full and entire understanding and agreement between the parties pertaining to the subject matter and supersede in their entirety any and all written or oral agreements previously existing between the parties with respect to the subject matter.

The information provided through the Site is provided "AS IS" and "AS AVAILABLE". You agree that your use of the site shall be at your sole risk. To the fullest extent permitted by law, PURE, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the site and your use thereof. PURE provides no guarantee against the possibility of deletion, mis-delivery or failure to store communications, personalised settings, or other data. PURE does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site or any hyperlinked website or featured in any banner or other advertising, and PURE will not be a party to or in any way be responsible for monitoring any transaction between you and third-party financial service providers. As availing of any financial services through any medium or in any environment, you should use your best judgement and exercise caution where appropriate. PURE makes no warranties or representations about the accuracy, adequacy, timeliness, or completeness of this site's content or the content of any sites linked to this site and assumes no liability or responsibility for any errors, omissions, mistakes, or inaccuracies of content or any other damage or injury whatsoever.

Dispute Resolution:

All disputes, differences, claims and questions whatsoever arising out of this Agreement between PURE and You on the other hand touching and concerning

these presents or anything herein contained or in any way relating to or arising from these presents shall be referred to a sole arbitrator to be appointed by PURE under the Arbitration and Conciliation Act 1996. Any notice by the Arbitrator to the respondents through email at the email ID provided by the User during registration at PURE will be deemed to be sufficient notice to the User. The costs and expenses of the arbitration proceedings shall be borne by the User. The Place of Arbitration shall be at Hyderabad. The award given by the sole arbitrator shall be final and binding on both the parties.