

# EMO ENERGY

## TERMS AND CONDITIONS

“EMO Energy” is the trademark and brand name owned by Mestis Energy Private Limited incorporated under the Companies Act 2013 vide CIN U31509KA2022PTC157417. Mestis Energy Private Limited along with its affiliates and subsidiaries (“We”, “us”, “ours”, “Mestis Energy”, “EMO Energy”), is the author, owner and publisher of the Website <https://emoenergy.in/> and its Mobile Application (hereinafter collectively referred to as the “Platform”).

The terms and conditions contained herein (“**T&Cs**”) contain the complete terms and conditions that apply to a Visitor and/or User (hereinafter referred to as “**you**”, “**your**”, “**yourself**”) and govern the Visitor’s and/or User’s access to and use of the Service (as defined below). However, it is made clear that some of the Services may require the Visitor and/or User to agree to additional terms and conditions. Unless otherwise provided, those additional terms shall be deemed to be incorporated into these T&Cs.

Understanding these T&Cs contained herein is important because by using the Services on the Platform, the Visitor and/or User is agreeing to these terms, in their entirety.

Please carefully read these T&Cs and the Privacy Policy (“**Privacy Policy**”), before accessing, using, and connecting with us on or through the Platform. These T&Cs, along with the Privacy Policy, shall constitute a legal and binding agreement between EMO Energy and you for the purposes of availing our Products and Services. These Terms are an electronic record in terms of the Information and Technology Act of 2000, and the rules framed thereunder. The same is computer-generated and therefore no physical or digital signature is required thereto.

The Terms and Conditions governing your use of the Platform as well as availing of our Services are set forth below:

### 1. DEFINITIONS

Unless repugnant to the context, the terms used in these T&Cs have the following meaning:

- 1.1 “**Affiliate**” means, in relation to Mestis Energy Private Limited, a Subsidiary of Mestis Energy Private Limited or a Holding Company of Mestis Energy Private Limited or any other Subsidiary of that Holding Company.
- 1.2 “**Force Majeure Event**” includes any act, event, happening, non-happening, omission or accident beyond the reasonable control of EMO Energy and includes, without limitation, the following events:
  - (i) strikes, lock-outs, or other industrial action;
  - (ii) riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic, or any other natural disaster;

- (iv) impossibility of the use of public or private telecommunications networks or internet services; and
- (v) the acts, decrees, legislation, regulations, or restrictions of any government, as may be applicable.

**1.3 “Platform”** means EMO Energy’s Website and the Mobile Application, if any, provided for the purpose of using and/or availing the Services.

**1.4 “Personal Data”** shall have the same meaning as ascribed to the term “Personal Data or Information” under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time).

**1.5 “Services”** means any product and/or services offered by EMO Energy via its Platform.

**1.6 “User”** means any individual who connects or engages with us through the Platform.

**1.7 “Visitor”** means any individual who is not a User, and is solely visiting the Platform or opening the Platform in its browser and closing it, without using/availing the Services or without connecting or engaging with EMO Energy.

## **2. ACCEPTANCE OF TERMS**

2.1 The Visitor and/or User is deemed to have read, understood and accepted these T&Cs in its entirety, as well as the Privacy Policy available on the Platform if the Visitor and/or User —

- (i) uses the Platform or avails the Services provided through the Platform in any way; and/or
- (ii) browses the Platform.

2.2 The Visitor and/or User acknowledges that BY ACCESSING AND USING THE PLATFORM, THE VISITOR AND/OR USER AGREES TO BE BOUND BY THE T&Cs CONTAINED HEREIN.

IN THE EVENT, THE VISITOR AND/OR USER DOES NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN, IT SHALL NOT ACCESS THE PLATFORM OR AVAIL THE SERVICES.

2.3 The T&Cs help define and establish a relationship between EMO Energy and the Visitor and/or User, whereby the Visitor and/or User shall act in the capacity of a Service recipient.

2.4 The terms and conditions contained herein expressly supersede all prior agreements or arrangements between EMO Energy and the Visitor and/or User.

2.5 The Visitor and/or User understands that the access to the Platform and the offer of Services is conditional upon the Visitor and/or User’s irrevocable consent and acceptance of all the terms, conditions, and obligations contained in these T&Cs (as may be amended from time to time). For utilizing the Services, the User agrees to enter into or execute any document, agreement, or terms and conditions which is required by EMO Energy and agrees to abide by such document or agreement or terms and conditions while utilizing the Services on the Platform.

2.6 By accessing the Platform, the Visitor and/or User hereby agrees to receive communication from EMO Energy, regarding the Platform, the Products and/or Services, including but not limited to, any promotional, marketing, transactional

messages, through Email and/or SMS and/or any other electronic medium, including third-party channels such as WhatsApp, as approved by the Visitor and/or User.

- 2.7 The User represents that it is lawfully, without any disability or restriction, able to enter into contracts.
- 2.8 The User acknowledges and agrees that it is solely responsible for its data uploaded to or transmitted through the Platform as well as the consequences of uploading or transmitting its data onto or through the Platform.
- 2.9 The User acknowledges, represents and warrants that with respect to any data uploaded to, posted on, or transmitted through the Platform that:
- (i) it has all necessary licenses, rights, consents, and permissions to upload, transmit, or publish such data and that it grants EMO Energy, express, irrevocable license and authorization to use such data for the Services; and
  - (ii) any use by EMO Energy of the data uploaded, transmitted, or published by it on the Platform will not constitute infringement of any your rights and/or any third party's rights, over such data posted or transmitted through the Platform.
- 2.10 The User agrees and acknowledges that it is solely responsible to EMO Energy for any breach of its obligations, representations and warranties under these T&Cs and for the consequences of any such breach, including any loss or damage which EMO Energy may incur, whether directly or incidentally, due to any such breach.

### **3. CONDITIONS FOR USE**

- 3.1. You must be at least 18 years of age or higher, in order to access and use the Platform. By accessing and using the Platform, you warrant that you are 18 years of age or above, and are competent to contract in the manner set forth under Section 11 of the Indian Contract Act 1872, and hence you have the right, authority and capacity to use the Platform, and you therefore agree to abide by the Agreement.

### **4. OUR PRODUCTS AND SERVICES**

We are *inter-alia* engaged in the business of developing the safest and most reliable Battery Packs for Light Electric Vehicles. EMO Energy has developed ZEN RIG, which is a proprietary Tech platform that allows 100% Fire Safety, 20 minutes Fast Charge and 30% Battery Life. ZEN RIG's first application is ZEN PAC ("Product"), which is a swappable battery pack for two-wheelers and three-wheelers that allow unmatched safety and 10 times better swap station utilization.

For more information about Our Product, you can reach out to us by contacting us through the information provided on our page under the "Contact Us" tab or you can drop in a message through our Platform, using the link <https://emoenergy.in/home/contact>, and submitting your name, e-mail address, and the specific information that describes you the best. This information will help us to reach out to you to discuss your venture and any potential collaboration with Us.

### **5. ELECTRONIC COMMUNICATION**

By sharing your e-mail address, you have consented to be contacted by Us on the said e-mail address.

EMO Energy can send you an email, arrange a virtual call, and send any other information or message to carry forward the discussion further. Once you provide us with the e-mail address, you consent to receive messages from us, including any marketing information, advertisement, any information about our Products, and/or any new or additional services offered by Us from which you may benefit.

## **6. GENERAL UNDERTAKING BY VISITOR/USER/USER**

The Visitor/User hereby undertakes to not access or use the Platform for any purpose other than that for which the Platform is made available. The Platform shall not be used in connection with any commercial purposes, except in the manner approved by us. Further, the Visitor/User agrees not to:

- 6.1. Systematically retrieve any data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- 6.2. Make any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretense.
- 6.3. Use a buying agent or purchasing agent to book Products on the Platform.
- 6.4. Use the Platform to advertise or offer to sell goods and services.
- 6.5. Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Platform and/or the Content contained therein.
- 6.6. Engage in unauthorized framing of or linking to the Platform.
- 6.7. Trick, defraud, or mislead us and other users, especially in any attempt to learn any sensitive user information;
- 6.8. Make improper use of our support services/redressal mechanisms, by submitting false complaints of abuse or misconduct, or in any other manner.
- 6.9. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- 6.10. Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
- 6.11. Attempt to impersonate another user or person or use the username of another user, and/or to sell or otherwise transfer your registration profile.
- 6.12. Use any information obtained from the Platform in order to harass, abuse, or harm other persons/users.
- 6.13. Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Content for any revenue-generating endeavor or commercial enterprise.
- 6.14. Attempt to bypass any measures, including security measures/firewalls of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
- 6.15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you.
- 6.16. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform; delete the copyright or other

proprietary rights notice from any Content; and/or copy or adapt the Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other source code.

- 6.17.** Upload or transmit or misuse the Services or corrupt the Platform, or attempt to upload, or transmit or misuse the Services or corrupt the Platform, by introducing any viruses, bugs, worms, Trojan horses, or any other harmful material/malware, spyware, or any other program which is malicious or harmful, or indulge in any other activities, which would interfere with any user's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
- 6.18.** Attempt to gain any unauthorized access to the Platform, the server on which the Platform is hosted, or any other database, server, or computer connected to the Platform.
- 6.19.** Use or attempt to use any unauthorized means, including but not limited to, use of any deep-link, program, automatic device, algorithm or methodology, or any similar processes, or hacking to access, utilize, copy or monitor any part/feature of the Platform or its content, or avail any Services or in any way reproduce or circumvent the source code, structure or layout of the Platform, or obtain or attempt to obtain any information not openly available on the Platform.
- 6.20.** Upload or transmit, or attempt to so do, any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCMS").
- 6.21.** Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorized script or other software.
- 6.22.** Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform, as well as our goodwill and business reputation.
- 6.23.** make any other use of the Platform which would or has the ability to violate these T&Cs and/or any applicable laws or regulations.
- 6.24.** The User further undertakes not to:
  - 6.24.1.** impersonate any person, or misrepresent its affiliation with a person or entity;
  - 6.24.2.** decompose, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.
  - 6.24.3.** engage in any activity that disrupts access to the Platform or the Services;
  - 6.24.4.** disrupt or interfere with the security of, or otherwise cause harm to, the Platform, servers, or networks connected to or accessible through the Platform;
  - 6.24.5.** upload or distribute files that contain such material which is infringing the copyrights, trademarks, confidentiality, privacy or any other proprietary information protected by law, unless the User has the rights or the necessary consents thereto;
  - 6.24.6.** use the Platform or Services for any purpose that is fraudulent, unlawful, or prohibited by the T&Cs and/or by any applicable law in force, or to solicit the

performance of any illegal activity or other activity which infringes the rights of EMO Energy and/or any of its Affiliates;

- 6.24.7. upload or distribute any material or information that is, or contains tags or keywords which are illegal, inappropriate, profane, obscene, offensive, abusive, harassing, misleading, indecent, defamatory, disparaging, or menacing, or is otherwise injurious to EMO Energy and/or any of its Affiliates, or is objectionable in any manner whatsoever;

## 8. OWNERSHIP OF CONTENT

- 8.1 Any information or content published by EMO Energy on the Platform, directly or indirectly, shall exclusively belong to EMO Energy. The copying of any such content or information for commercial purposes shall constitute a violation of EMO Energy's copyright, and EMO Energy reserves the right to take appropriate legal action under applicable law, before the competent court.
- 8.2 The title and ownership of the contents of the Platform, including but not limited to information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement, and presentation of content on the Platform, at all times, shall vest with EMO Energy, along with the intellectual property (copyrights, trademarks, patents), design and all other related rights. You shall not modify, reproduces, display publicly, distribute, or use such content in any way, for profit, personal gain or any commercial purposes.

## 9. CONFIDENTIALITY

- 9.1. The User acknowledges and agrees that all information, data or details in any form with respect to the Platform, its designs, structure and arrangement, visual interfaces, specifications, documentation, components, source code, object code, images, icons, audio-visual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, in addition to all documents, data, papers, statements, any business/customer information, trade secrets and process of EMO Energy relating to its business practices or in connection with the provision of Services by EMO Energy, trade and business of EMO Energy, or otherwise, any information including names, assets, details, documents, transaction records, potential transactions, negotiations, pending negotiations, data, applications, software, systems, papers, statements, business information, marketing and financial information, databases, manuals, records and reports, articles, systems, material, sources of material, and any other data pertaining to EMO Energy, available to it through Platform (“**Confidential Information**”) is of a sensitive and confidential nature.
- 9.2. The User undertakes to maintain the confidentiality of all Confidential Information, at all times, and shall not perform any act or omit to perform any act whose performance was otherwise necessary, to breach the confidentiality. The User undertakes to use all Confidential Information with such care and discretion, but not less than reasonable care, to avoid disclosure, publication, or dissemination of Confidential Information, as it will exercise in respect of its own information of similar nature that it does not wish to disclose, publish or disseminate, without its prior written consent or in an unauthorized manner.

**9.3.** The User may disclose Confidential Information only to the extent required by any regulatory authority or governmental authority under the applicable law, provided, prior to such disclosure, the User shall immediately inform EMO Energy of such request for disclosure, to enable EMO Energy to obtain any order to prevent or limit the disclosure of Confidential Information; and

**9.4.** The User agrees:

- (i) to take all necessary action to protect the Confidential Information against misuse, sale, loss, destruction, deletion, and/or alteration;
- (ii) to use the Confidential Information only in connection with the Services/transaction for which the Confidential Information is obtained; and
- (iii) not to misuse or permit misuse directly or indirectly, commercially exploit the Confidential Information of EMO Energy or any of its Affiliates through the Platform for economic or other benefit or in a manner prejudicial to EMO Energy.

## **10. DATA PROTECTION**

**10.1** The storage, usage and transmission of all information obtained by it through the Platform, shall at all times be in accordance with the Information Technology Act, 2000 read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and all other applicable laws in force.

**10.2** In the event EMO Energy obtains any Personal Data or Confidential Information pursuant to any Services, it shall only undertake the processing of Personal Data/Confidential Information reasonably required in connection with the performance of its obligations under the said Services. In the event any such Personal Data and/or Confidential Information is required to be used by EMO Energy for any purpose not expressly set out herein post termination/consummation of the said Services as aforementioned, the same shall take place pursuant to obtaining prior consent from the User in this regard.

**10.3** EMO Energy shall at all times have appropriate technical and organizational measures in place to:

- (i) prevent unauthorized or unlawful processing of any Personal Data/Confidential Information;
- (ii) protect any Personal Data/Confidential Information against accidental loss, destruction or damage;
- (iii) ensure the reliability of its employees/contractor having access to the Personal Data/Confidential Information;

**10.4** EMO Energy shall comply with all applicable laws, including without limitation, the Data Protection Laws to safeguard the Personal Data/Confidential Information. For the purposes of this clause, Personal Data shall mean the information related to the User, including their personally identifiable information and sensitive personal information (as envisaged under the Information Technology Act, 2008, and the rules made thereunder, each as amended from time to time) along with details of the Subject Vehicle as aforementioned in these T&Cs as well as in the Privacy Policy of the Platform

## **11. LIMITATION OF LIABILITY**

**11.1** EMO Energy, its, employees, agents, associates and Affiliates, will not be liable with respect to any subject matter relating to the T&Cs under any law of contract or torts, or on account of negligence, strict liability or other legal or equitable rights for:

- (i) any special or consequential damages;
- (ii) for interruption of use;
- (iii) loss or corruption of data.

**11.2** EMO Energy shall not be liable or responsible for:

- (i) any faulty operation of system during accessing of Platform or during the transmission/transfer of any data/information;
- (ii) any damage that occurs due to any information provided by the User but not being received by EMO Energy or not being received promptly or appropriately, as a consequence of technical faults with the Platform (whether or not in EMO Energy's control);
- (iii) any Confidential Information of the User being used in any manner contrary to Clauses 10(c) and 10(d) of the T&Cs, by any party;
- (iv) any loss or damage caused due to any bugs, viruses, worms, malware, spyware, or any similar program that may infect the User's computer, software, data, or any other property caused by accessing or using the Platform or availing any Services, or from any emails, communication or attachment received from EMO Energy /Platform;
- (v) any failure to perform, or delay in performance of, any of the obligations or Services by EMO Energy due to events outside reasonable control of EMO Energy;

**11.3** EMO Energy is not responsible for any indirect losses including, without limitation, loss of income, business, profits, data or any injury to reputation, howsoever arising.

**11.4** EMO Energy is not responsible for any liability for any loss, costs or damage arising out of or in connection with the use of the Platform or the inability to use it or for any delay or failure in the performance of the Services on account of the Counterparty or due to any Force Majeure Event or any other circumstances beyond the control of EMO Energy.

**11.5** The User acknowledges that EMO Energy aims to facilitate seamless data and transaction processing, and that EMO Energy is not responsible for any failure of the Platform to store, transfer or delete data or for the corruption or loss of any data, information, or content uploaded therein. The accessing, and handling of any data uploaded by the User on the Platform shall be the sole responsibility, and at the sole risk, of the User.

## **12. TRANSFER OF RIGHTS**

**12.1** The T&Cs are binding on the User, its successors and permitted assigns. It may not transfer, assign, charge or otherwise dispose of any of its rights, benefits, liabilities, or obligations hereunder without the prior written consent of the EMO Energy.

**12.2** However, EMO Energy may transfer, assign, sub-contract or otherwise dispose of any of its rights, benefits, liabilities, or obligations under the T&Cs, at any time, or may involve or appoint any third party to satisfy its obligations, without any necessity to notify the User.



### **13. SECURITY OF DATA**

- 13.1** All facilities used to store data and process the transaction will adhere to reasonable security standards, which will be at par with the security standards adopted by EMO Energy for processing and storing its own information of a similar nature. EMO Energy has implemented industry-standard systems and procedures to ensure the security and confidentiality of a transaction and its related data, protect the User against anticipated threats or breaches to the security or integrity of a transaction and its related data, and protect the User against unauthorized access to its data.
- 13.2** The User further acknowledges and agrees that it has granted EMO Energy the permission as well as the non-exclusive right to store and transfer its data, as part of the Services.
- 13.3** EMO Energy does not claim any ownership, intellectual property rights, or other rights whatsoever outside the scope of what is necessary to provide the Services.
- 13.4** EMO Energy reserves the right to perform statistical analysis of the activity on Platform in order to measure interests in the various sections of the Platform for the purpose of product and Service development. Any non-personal information such as internet domain, host names, IP addresses, clickstream patterns, and the dates and times on which Platform is accessed may be recorded for the purpose of analysis. The analytical data collected is for internal use only.

### **14. INTELLECTUAL PROPERTY**

- 14.1** The Platform and the arrangement and processes thereof, including, but not limited to, all text, graphics, user interfaces, visual interfaces, and the computer code, source code, and object code is owned by EMO Energy, and the design, structure, and arrangement thereof is protected under copyright, patent and trademark laws, and all other applicable intellectual property rules, regulations and guidelines, and that the User shall not use the aforesaid without the prior written consent of EMO Energy.
- 14.2** The trademarks, logos and marks displayed on the Platform are the property of EMO Energy. The User shall not use any trademarks, logos and marks not belonging to it, without the prior consent of EMO Energy.
- 14.3** Intellectual Property Right in any and/or all content posted on the Platform shall at all times vest with EMO Energy, and any reproduction, transmission, commercial use of any or all the material thereof is strictly prohibited, and EMO Energy reserves the right to take appropriate legal action for the same before the competent courts, if necessary.
- 14.4** In the event the User infringes or attempts to infringe the copyrights or other intellectual property rights of EMO Energy, EMO Energy may, in its sole discretion, deny the User access to and use of the Platform.
- 14.5** The User agrees and undertakes not to upload, post, disseminate, reproduce, or distribute any content on the Platform, either belonging to EMO Energy or to any third party, without obtaining written consent from the person/entity in whom the rights to such content are vesting. Any unauthorized dissemination, use, distribution or reproduction of any proprietary content confers upon the holders/owners of such rights to pursue appropriate legal action against you before the competent court, and/or any other legal remedy, as the case may be. No content/information/post on the Platform shall in any

way be construed to grant any user, any right to use any proprietary information or intellectual property of EMO Energy without obtaining written permission for the same.

- 14.6** The User agrees and understands that that any breach of this clause, or of these T&Cs, by the User would cause irreparable damage to EMO Energy, and EMO Energy therefore, reserves the right to seek injunctive relief against the User, in addition to other remedies available in law and equity, before the competent court/legal forums.

## **15. MODIFICATION OF T&CS**

The User acknowledges and agrees that EMO Energy has the right to revise, modify, amend or discontinue any of the T&Cs from time to time, including, without limitation, to reflect, inter-alia, changes in market conditions, technology, requirements, laws, etc., and EMO Energy shall not be obligated to obtain any approval/consent of the User on the revised T&Cs. The User is deemed to be aware of the latest T&Cs and the use of Platform and the availing of the Services is subject to the most current version of the T&Cs available on the Platform at the time of such use. The use of Platform and Services subsequent to any modification in the T&Cs will constitute the User's acceptance of the modification.

## **16. COMMUNICATION AND SUBSCRIPTION**

- 16.1.** Your acceptance of these Terms shall also include your acceptance towards any news, updates, offer/campaign-related SMSs, to the contact number provided by you. By accessing, registering on the Platform, and thereby verifying your contact number for the same, and subsequently using the Platform, you thereby explicitly consent to receiving such communications from us through phone call, SMS, e-mail, or any other digital or electronic media from us, or any of our authorized personnel/representatives regarding any new products, services and offers.
- 16.2.** You may, at any time, exercise your right to unsubscribe/opt-out of receiving any marketing/promotional communications, newsletters, SMSs, e-mails or any other such notifications from us at any time by referring to and following the instructions contained in such communications.
- 16.3.** You agree to cooperate with EMO Energy, as and when we reach out to you through phone call, SMS, e-mail or any other medium of communication, for the following purposes:
- (i) Obtaining feedback/reviews with respect to the Product/Platform.
  - (ii) Resolving complaints/grievances raised by you with respect to your use of the Product/Platform.

## **17. DISCLAIMER**

- 17.1.** All the information provided on the Platform is subject to the condition that you make an independent determination regarding the accuracy, correctness, usefulness, and suitability, prior to using the same, and EMO Energy assumes no responsibility/liability for accuracy, correctness, usefulness, and suitability of the said information. Further, EMO Energy shall not be responsible in any manner for the data provided, stored, or managed by you on the Platform.

- 17.2. The information on the Platform may contain inaccuracies or typographical errors. While EMO Energy shall make its best efforts to ensure that all the information on the Platform is correct and accurate, it makes no warranties or representations with respect to the accuracy, quality, and correctness of the said information.
- 17.3. The entire information on the Platform is provided on 'as is' basis, without any warranty or guarantee of any kind, including but limited to the implied warranties of merchantability and suitability for a certain purpose, title, non-infringement, accuracy or security.

## **18. LIMITATION OF LIABILITY**

- 18.1. EMO Energy makes no warranty, express or implied, with respect to the Platform, its Services or its contents, and assumes no liability or responsibility whatsoever, for any losses/damages, direct or indirect, suffered by you or any other user, on account of using the information on the Platform, availing of any Services or acting on the basis of any suggestion made, or opinion given by EMO Energy on the Platform.
- 18.2. You agree that EMO Energy shall not under any circumstances be liable for any direct, indirect, punitive, incidental, special, or consequential, or any other form of damages resulting from (i) your use or inability to use or access the Platform, (ii) any unauthorized access/use/alteration of your data, or (iii) any other matter, including but not limited to damages for loss of data, loss of profit, arising out of your use of the Platform.
- 18.3. You agree that any data or material which is downloaded or otherwise obtained by you through the Platform, is done at your sole discretion, and you will be solely responsible for any damage to your computer/device systems or loss of data resulting from such downloads.

## **19. INDEMNIFICATION**

The User hereby agrees to indemnify and hold harmless EMO Energy (including its directors, employees, representatives, agents, and affiliates) from time to time, against any and all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, of any kind or nature incurred by EMO Energy/caused to EMO Energy on account of User's use of the Platform or the Services, including but not limited to, the violation of the T&Cs.

## **20. GOVERNING LAW AND JURISDICTION**

These T&Cs are governed and construed in accordance with the laws of India and the User hereby submits themselves to the exclusive jurisdiction of courts and tribunals at Bangalore, India. The User irrevocably waives any objection it may have now or in the future to the choice of courts and tribunal of Bangalore, India as an inconvenient forum.

## **21. SEVERABILITY**

Every provision contained in these T&Cs shall be severable and distinct from every other provision and if, at any time, any one or more of such provisions is or becomes invalid,

illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be, in any manner, affected or impaired thereby.

## **22. WAIVERS**

- (a) Neither the failure to exercise nor any delay in exercising any right, power, privilege or remedy under these T&Cs shall, in any way, impair or affect the exercise thereof or operate as a waiver thereof, in whole or in part.
- (b) No single or partial exercise of any right, power, or privilege under these T&Cs shall prevent the exercise of any other right, power, privilege or remedy under these T&Cs.

## **23. CONTACT INFORMATION**

Please feel free to contact us if you have any questions about our T&Cs or the information practices of the Services, on the below mentioned details:

**Addressed To: EMO.Energy**

**Email Address: [styagi@emoenergy.in](mailto:styagi@emoenergy.in)**

**Office Address: 26, 16<sup>th</sup> Main, 3rd Cross, Koramangala 4<sup>th</sup> Block, Bangalore, Karnataka-560034, India.**

