

## CUSTOMER APPLICATION - TERMS AND CONDITIONS

This Platform/ Application/ Services is/are operated /provided by REPOS Energy India Private Limited (and/or its assignees and affiliates) operating under the brand name REPOS (“Us” or “Our” or “We” or “REPOS”). We operate and are engaged in providing on-demand delivery service of diesel and other fuels through our web platform and mobile application solely by through the third-party service providers (“Service Provider”). These Terms of Use (“User Terms”) are a legal contract between you and Us.

These User Terms apply to your visit to and use, of the Platform whether through a computer or a mobile phone, the Service and the Application, as well as to all information, recommendations and/or services provided to you on or through the Platform, the Service and the Application. This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the 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. By clicking on the “I Accept” button, you are consenting to be bound by these User Terms. Please ensure that you read and understand all these User Terms before you use the platform. If you do not accept any of the User Terms, then please do not use the Platform or avail any of the Services being provided therein. Your agreement to these User Terms shall operate as a binding agreement between you and REPOS in respect of the use and services of the Platform.

Your acceptance of the User Terms shall be deemed to include your acceptance of the privacy policy available at <https://reposenergy.com/privacy-policy/>

By accepting these User Terms, you also allow REPOS to send you promotional emails and SMS alerts from time to time.

### 1. Definitions

All of the defined and capitalized terms in these User Terms will have the meaning assigned to them here below:

- a) **“Account”** shall mean the account created by the Customer on the Repos consumer Application for availing the Services provided by REPOS.
- b) **“Additional Fee”** shall mean any toll duty, inter-state taxes, etc. as may not be included in the Order Value but payable to any third party / government authorities for availing Services under Applicable Law.
- c) **“Applicable Laws”** shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications,

guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of India.

- d) **“Application”** shall mean the mobile/web application “REPOS” updated by REPOS from time to time.
- e) **“Platform”** shall mean REPOS mobile application as well as REPOS energy’s Web platform [[www.reposenergy.com](http://www.reposenergy.com)].
- f) **“Convenience Fee”** shall mean the fee payable by the Customer to REPOS for the Services i.e., for availing the technology services offered by REPOS and transport and maintenance fees. Convenience Fee shall be chargeable on every Order made through the Platform. The Convenience Fee shall be exclusive of all applicable taxes on the Convenience Fee, if any.
- g) **“Cancellation Fee”** shall mean the fee payable towards cancellation of an Order by a Customer in terms of Clause 8 of these User Terms and the Cancellation Terms and Conditions available at [[www.reposenergy.com](http://www.reposenergy.com)]. The Cancellation Fee shall be exclusive of all applicable taxes on the Cancellation Fee, if any.
- h) **“Customer/ you/user”** means a person who has an Account on the Application.
- i) **“Driver”** shall mean and include such individuals engaged by third parties service provider to provide Services to the Customers i.e. the individual driving the vehicle for fuel delivery to the Customers.
- j) **“E-Wallet”** shall mean a pre-paid instrument, which can be used to make payments.
- k) **“Force Majeure Event”** shall mean any event arising due to any cause beyond the reasonable control of REPOS.
- l) **“Order Value”** shall mean such amount in Indian Rupees, which is reflected on the Application, as the amount payable for a specific Order delivered by a Driver. The Order Value shall be exclusive of all applicable taxes on the Order Value, if any.
- m) **“Registration Data”** shall mean and may include the present, valid, true and accurate name, email ID, phone number and such other information as may be required by REPOS from the Customer from time to time for registration on the Application.
- n) **“Order”** shall mean the order placed by a Customer to avail the Services facilitated through the Platform.
- o) **“Platform”** shall mean the Application and the web platform [www.reposenergy.com](http://www.reposenergy.com) operated by REPOS or any other software that enables the use of the Application or such other URL as may be specifically provided by REPOS.
- p) **“Total Fee”** shall mean and include the Order Value, the Convenience Fee, the Cancellation Fee and Additional Fee and taxes as may be applicable from time to time.
- q) **“Service provider / Partner”** shall mean our third-party provider/ partners who will be engaged through our application to deliver the service (fuel delivery) to the customer.
- r) **“Subscription”** means the paid plan under which the Customer avails specific services.

## 2. Eligibility

- 2.1 You will be eligible to use the Services of our platform only when you fulfil all of the following conditions:
- a. You have attained at least 18 (eighteen) years of age; and
  - b. You are competent to enter into a contract under the Applicable Laws.
  - c. If you reside in a jurisdiction that restricts the use of the Services because of age, or restricts the ability to enter into contracts such as this User Terms due to age, you must abide by such age limits.

### **3. Registration and Account**

- 3.1 In order to access certain password-restricted areas of the platform and to use certain services offered through the Platform, you are required to successfully register an account with Us.
- 3.2 You understand and acknowledge that you can register on the Platform only after complying with the requirements of this Clause 3 and by entering your Registration Data.
- 3.3 You shall ensure that the Registration Data provided by you is accurate, complete, current, valid and true and is updated from time to time. We shall bear no liability for false, incomplete, old or incorrect Registration Data provided by you.
- 3.4 You are solely responsible for maintaining the confidentiality of your Registration Data and will be liable for all activities and transactions that occur through your Account, whether initiated by you or any third party. Your Account cannot be transferred, assigned or sold to a third party. We shall not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge.
- 3.5 We reserve the right to suspend or terminate your Account with immediate effect and for an indefinite period, if We have a reason to believe that the Registration Data or any other data provided by you is incorrect or false, or that the security of your Account has been compromised in any way, or for any other reason We may find just or equitable.
- 3.6 Except for the Registration Data or any other data submitted by you during the use of any other service offered through Platform (“Permitted Information”), REPOS does not want you to, and you should not, send any confidential or proprietary information to REPOS on the Platform or otherwise, unless otherwise is required by Applicable Laws. In accepting these User Terms you agree that any information or materials that you or individuals acting on your behalf provide to REPOS other than the Permitted Information will not be considered confidential or proprietary.
- 3.7 It is your responsibility to check to ensure that you download the correct application for your device. We are not liable if you do not have a compatible mobile device or if you download the wrong version of the Application for your mobile device. We reserve the right to terminate the Service and the use of the Application should you be using the Application with an incompatible or unauthorized device.

- 3.8 We allow you to open only one Account in association with the Registration Data provided by you. In case of any unauthorized use of your Account please immediately reach Us at [info@reposeenergy.com](mailto:info@reposeenergy.com)
- 3.9 In case, you are unable to access your Account, please inform Us at [info@reposeenergy.com](mailto:info@reposeenergy.com) and make a written request for blocking your Account. We will not be liable for any unauthorized transactions made through your Account prior to the expiry of 72 (seventy-two) hours after you have made a request in writing for blocking your Account, and shall not have any liability in case of Force Majeure Event.

#### **4. Services**

- 4.1 You may order the Services provided by the service provided using Our Platform/Application. When We notify you that the service provider (driver)are en-route, We will also provide you with an appointment window for when the said vehicle will visit you. This window is an estimate only and We do not guarantee delivery at any particular time within such window or that the vehicle will arrive within the estimated time. The driver (service provider) will wait for no more than five minutes for your fuel tank (if not already on the site) or to receive access to your fuel tank. If your fuel tank or access to your fuel tank is not available within such time, the vehicle will leave, and you will be charged the applicable fees which shall be displayed at the platform/application at the time of termination of the order and/or after the completion of the service.
- 4.2 Service provider will fill your fuel tank with the amount and type of fuel selected and ordered by you. Following the fill-up, We will email a receipt to you. The Total Fee for the Services will be provided through the Platform at the time the Services are ordered. You shall be subject to terms regarding minimum quantities to be ordered and minimum service fees.
- 4.3 Due to reasons such as Applicable Law, terrain or building features and limitations (e.g., overhead clearance) or the requirements of some private property owners, the Services may not be available in all locations within a service area. Service provider reserves the right to decline to enter in any area to access your fuel tank for any reason in his discretion. You will not be charged in such circumstances.
- 4.4 The Company shall use reasonable efforts to ensure that the Application and Services are available at all times; however, availability may be interrupted for scheduled maintenance, upgrades, repairs, or unforeseen technical issues, including system failures or network disruptions. The Company shall not be liable for any loss, damage, or inconvenience caused due to such unavailability, provided that the Company shall make reasonable efforts to restore Services promptly.

#### **5. Application Usage**

By clicking ‘I Agree’, the user is deemed to have read, understood, and accepted these Terms & Conditions

- a. you will only download the Application for your sole personal use and will not resell or assign it to a third party;
- b. you will not use an Account that is subject to any rights of a person other than you without appropriate authorization;
- c. you will not use the Platform for unlawful purposes;
- d. you will not try to harm the Platform or our network in any manner whatsoever;
- e. you will provide REPOS with such information and documents which REPOS may reasonably request;
- f. you will only use an authorized network to avail the Services provided through the platform;
- g. you are aware that when requesting Services, whether by message, via Platform; standard messaging charges, data charges, voice charges, as applicable, of the your and Our phone network service providers, will apply;
- h. you will comply with all Applicable Law from your country of domicile and residence and the country, state and/or city in which you are present while using the Platform; and
- i. you are aware of and shall comply with the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder.

- 5.1 REPOS reserves the right to immediately terminate the use of the Application in the event of non-compliance with any of the above requirements. Further, REPOS will store the information provided by you or record your calls for contacting you for all Service-related matters. You shall promptly inform REPOS on any change in the information provided by you.
- 5.2 REPOS will advertise discounts and promotions provided by REPOS to you by way of an SMS or email to your registered mobile number/registered email ID.
- 5.3 REPOS will be entitled to process and transfer your information as and when it deems fit and it may store or transfer your information in a server outside India or the country where you are located in order to perform REPOS' obligations under these User Terms.
- 5.4 You agree to grant REPOS a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your information, in any media now known or not currently known, with respect to your information. You agree and permit REPOS to share your information and/or permitted information, with third parties.
- 5.5 REPOS will be entitled to enter into any tie-up in terms of joint-venture or otherwise with any other institution engaged in the business of providing services analogous and/or similar to those herein contained. In such case, depending upon the modality and the

mechanism as may be devised, you will be provided with the services by REPOS Application jointly and/or severally with the party/ies in joint venture. You hereby give your irrevocable consent and permission to such a tie-up. In the event of such a tie-up, the terms and conditions herein contained will, mutatis mutandis, become applicable in respect of such tie-up arrangement also.

## **6. Confirmation of Orders**

- 6.1 REPOS shall, upon receiving the Order request from you in the manner set out above, and upon a confirmation from the said service provider proceed to confirm or decline the Order based on the ability to provide Service which shall be informed to you vide an SMS or email. In the event the Order is confirmed, you shall check the Order details including but not limited to estimated time and place of delivery and if there is any incorrect detail, the same needs to be informed to us immediately not later than seven (7) hours by calling our call center.
- 6.2 You shall bear the consequences and damages for any delay that may be caused to you due to your failure to check the confirmation SMS or email or failure to inform REPOS of the incorrect details immediately.

## **7. Payment**

- 7.1 REPOS shall charge Total Fee for the Services provided by the service provider through our platform, which shall be determined and amended at the sole and absolute discretion of REPOS.
- 7.2 You shall be required to pay such Additional Fee, which will form part of the receipt of the Total Fee.
- 7.3 You shall be required to pay such Cancellation Fee in terms of Clause 8, which will form part of the receipt of the Total Fee.
- 7.4 In addition to the Total Fee, you may be required to pay such other charges incurred by you for availing the Service in cash, which are not included in the receipt of the Total Fee.
- 7.5 The Total Fee will be collected by the Driver (Partner/ service provider) or REPOS from you upon rendering the Service provided by service provider, as set out in Clause 7.6 below.
- 7.6 REPOS shall provide a receipt of the Total Fee payable by you upon rendering the Service provided by the service provider.
- 7.7 All applicable taxes in respect of the Order Value, Convenience Fee, Additional Fee, Cancellation Fee shall be borne and payable by you to REPOS.
- 7.8 In case of failed Auto-Pay due to insufficient funds, expired payment method, or gateway error, the Company shall not be liable for any delay in service provision. The Customer shall ensure valid payment credentials are maintained at all times.
- 7.9 You shall choose to pay for the Service Fee by either of the following four methods:
  - a. Cash payment: Cash payment towards the Total Fee after the rendering of Service provided by the service provider can be made to the Driver (Partner/ Service provider).

- b. Cheque payment: Cheque payment towards the Total Fee after the rendering of Service provided by the service provider can be made to the Driver (Partner/ Service provider) subject to the cheque being cleared from the bank and the payment is received to REPOS or to the service provider, the payment completion receipt will be made available against the order or the service provided.
- c. E-Wallet payment: REPOS offers you the facility of making an online payment through an E-Wallet powered by a third-party payment processor (“Payment Processor”). E-Wallet money will not be applicable on Orders made through the phone or while the user is not logged into his/her Account on the Platform. The processing of payments, in connection with your use of the E-Wallet will be subject to the terms, conditions, and privacy policies of the Payment Processor that REPOS engages for the purpose. REPOS will not be responsible for any errors by the Payment Processor in any manner.
- d. Credit Card/ Debit Card/ Net Banking Payment: Total Fee shall be effected using the services of an entity providing payment gateway/processor services (“PG”), authorized by REPOS. Such PG may either be REPOS or any of its affiliates or partners or unrelated third parties. You agree and undertake to share relevant payment details including credit/debit card details (Card Details) with the PG for the successful completion of payment towards Total Fee to REPOS and authorize the PG to complete such transactions. In this respect, it is clarified that all PGs whose services are utilized for the purposes of the Platform and/or Application and/or Services provided by the service provider shall be PCI-DSS (Payment Card Industry – Data Security Standard) compliant. Your authorization permits the PG to debit or credit the bank account associated with your payment details. Your authorization further permits the PG to use your Card Details for the processing of transactions initiated by you at any of REPOS’s affiliates. Your authorization will remain in effect as long as you maintain an Account with Us. In the event you delete your Card Details with the PG or if you delete your Account, the PG will not process any further transactions initiated by you at the Platform or Application and at the platforms of any of REPOS’s affiliates. Your authorization under this Clause is subject to any other terms and conditions of the PG.

7.10 Any payment related issue, except when such issue is due to an error or fault in the Platform, shall be resolved between you and the Payment Processor. REPOS shall not be responsible for any unauthorized use of your E-Wallet during or after availing the Services on the Platform.

## **8. Cancellation Policy**

- 8.1 You agree and acknowledge that you may cancel your Order at any time prior to receiving a notification from us that the vehicle is on its way to your fuel tank.
- 8.2 Upon cancellation of an Order, REPOS shall provide a receipt of the Cancellation Fee, if any, payable by you at the completion of the subsequent Order.

8.3 The mode of payment of the Cancellation Fee shall be in terms of Clause 8 of these User Terms.

## **9. Subscription Services & Auto Pay Facility**

### **9.1. Eligibility and Registration**

- (a) The Services offered under the **Datum Subscription** (“Subscription”) are available exclusively to registered users who have completed the requisite registration process on the Repos platform (“Subscription User”).
- (b) To become a Subscription User, you will be required to:
  - (i) Provide accurate and complete personal, billing, and contact information; and
  - (ii) Select and activate a payment method acceptable to Repos (“Payment Method”), which may include debit card, credit card, internet banking, Unified Payments Interface (UPI), or such other payment options as may be introduced by Repos from time to time.
- (c) Repos may offer multiple Subscription plans with varying features, usage limits, and pricing, each subject to the specific terms set out in the respective plan description and any applicable annexure.

### **9.2. Auto Pay Facility**

- (a) By opting for the Auto Pay facility, you authorize Repos and/or its designated payment gateway/banking partner to automatically debit the applicable Subscription Fee from your registered Payment Method in advance, on a monthly or other agreed billing cycle, without requiring any additional authentication for each transaction.
- (b) You may enable or disable the Auto Pay feature at any time through your account settings; however, any disablement will take effect from the subsequent billing cycle, and all charges accrued prior to such disablement shall remain payable.
- (c) It is your responsibility to ensure that your registered Payment Method remains active, valid, and adequately funded to facilitate timely deductions.
- (d) In case of failed Auto-Pay due to insufficient funds, expired payment method, or gateway error, the Company shall not be liable for any delay in service provision. The Customer shall ensure valid payment credentials are maintained at all times.

### **9.3. Payment Terms**

- (a) Subscription Fees shall be payable in advance for each billing cycle and If your Payment Method is declined, expired, blocked, or otherwise fails to process the Auto Pay transaction for any reason, you shall remain liable to make the payment by **the** 7th day of that month based on the invoice raised by Repos. Failure to do so may result in suspension or termination of the Subscription and/or applicable late payment charges.



- (b) You shall not revoke, block, or dispute any Auto Pay transaction except in cases of proven unauthorized or fraudulent transactions. Any such unauthorized transaction must be reported to Repos and the payment gateway provider within 72 hours of occurrence.

#### **9.4. Free Trial (If Applicable)**

- (a) Repos may, at its sole discretion, offer a free trial period, the duration and terms of which shall be specified at the time of offer.
- (b) Eligibility for the free trial shall be determined solely by Repos, which reserves the right to modify, suspend, or terminate the free trial without prior notice.
- (c) In some cases, a nominal token amount may be charged at the time of registration, which shall be refunded upon successful activation of your Payment Method.

#### **9.5. Technical Facilitation**

- (a) You acknowledge that Repos utilizes third-party payment gateway(s) and/or banking partners to process Subscription Fee payments and Auto Pay transactions. The processing of payments shall be subject to the terms and conditions of such third-party service providers, which you agree to comply with.
- (b) Repos shall not be liable for any delays, errors, failures, or losses arising from the malfunction, downtime, or breach of the payment gateway or banking systems, except to the extent directly caused by gross negligence or willful misconduct of Repos.

### **10. Customer Relationship Management**

- 10.1 All issues, opinions, suggestions, questions and feedback while availing our application Services shall be communicated to us through email address mentioned in Clause 28. You agree to be fair, accurate and non-disparaging while leaving comment, feedbacks, testimonials or reviews on or about the Platform.
- 10.2 Reporting of any issue needs to be within 7 (seven) days of the happening of the issue, failing which, such issue will not be addressed.
- 10.3 Any issue reported on channels other than the above may be addressed by REPOS only on a best-effort basis. REPOS takes no liability for inability to get back on other channels.
- 10.4 REPOS shall endeavor to respond to your issues within [2] working days of your reporting the same and endeavor to resolve it at the earliest possible. It is hereby clarified that issues are resolved on severity basis, and certain may be resolved earlier than the other. However, REPOS shall not be liable for any damages or losses in the event you are not satisfied with any such resolution.

### **11. Force Majeure**

We shall not be liable for any failure to perform any obligations under this User Terms, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case our

obligations under this User Terms shall be suspended for so long as the Force Majeure Event continues.

## **12. Indemnification**

By accepting these User Terms and using the Service, you agree that you shall defend, indemnify and hold REPOS, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these User Terms or any Applicable Law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, or (c) your use or misuse of the Application.

## **13. Liability**

- 13.1. The information, recommendations and/or Services provided to you on or through the Platform, the Application are for general information purposes only and does not constitute advice. REPOS will reasonably keep the Platform and its contents correct and up to date but does not guarantee that (the contents of) the Platform is free of errors, defects, malware and viruses or that the Platform is correct, up to date and accurate.
- 13.2. REPOS shall not be liable for any damages resulting from the use of or inability to use the Platform, including damages caused by wrong usage of the Platform, error in call centre number, network issues, malware, viruses or any incorrectness or incompleteness of the Information or the on Application.
- 13.3. REPOS does not assure a complete sustainability of its platform and shall not be held responsible or liable for the same, in any manner.
- 13.4. REPOS shall not be responsible for any loss of communication / information of status update and benefits under the program. All this information will be sent on mobile number and/or email ID registered with REPOS. REPOS will not be responsible for appropriateness of mobile or email or any other communication medium. You shall be responsible for immediately reporting the errors, if any, occurred in the information sent to you regarding Order confirmation.
- 13.5. In no event shall REPOS be liable for any direct, indirect, punitive, incidental, special or consequential damages or for any damages whatsoever, whether based on contract, tort, negligence, strict liability or otherwise, even if REPOS has been advised of the possibility thereof.
- 13.6. In addition, and without limiting the foregoing, to the fullest extent permitted by Applicable Law, in no event will REPOS's aggregate liability arising out of or in connection with these User Terms or the services rendered hereunder, whether in contract, tort (including negligence, product liability or other theory), warranty, or otherwise, exceed the amount of Order Value.

13.7.If Applicable Law does not permit the exclusion of certain warranties or the limitation or exclusion of liability, the scope and duration of such warranty exclusions and the extent of the liability of REPOS shall be the minimum permitted under Applicable Law.

#### **14. Application License**

- 14.1 Subject to your compliance with these User Terms, REPOS grants you a limited, revocable, non-exclusive, non-transferable and non-sub-licensable license to download and install a copy of the Application on a single mobile device that you own or control and to run such copy of the Application solely for your own personal use and to use the Platform.
- 14.2 You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform in any way; (ii) modify or make derivative works based upon the Application; (iii) create Internet “links” to the Service or “frame” or “mirror” any Platform on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Platform in order to (a) design or build a competitive product, (b) design or build a product using similar ideas, features, functions or graphics of the Platform, or (c) copy any ideas, features, functions or graphics of the Service or Platform, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Platform.
- 14.3 You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Platform, the Application or the data contained therein; or (v) attempt to gain unauthorized access to the Platform, the Application or its related systems or networks.
- 14.4 REPOS will have the right to investigate and prosecute violation of any of the above to the fullest extent of the law. REPOS may involve and cooperate with law enforcement authorities in prosecuting users who violation these User Terms. You acknowledge that REPOS has no obligation to monitor your access to or use of the Platform, Posted Content, but has the right to do so for the purpose of operating the Platform, to ensure your compliance with these User Terms, or to comply with Applicable Law or the order or requirement of a court, administrative agency or other Governmental body. REPOS reserves the right, at any time and without prior notice, to remove or disable access to any content that REPOS, at its sole discretion, considers to be in violation of these User Terms or otherwise harmful to the Platform, or Application.

## **15. Content Posted by Customers**

15.1 REPOS may accept posting of any notes, messages, e-mails, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information given by you on the Platform ("Posted Content") by you. You represent that you have obtained all permissions and consents required to post the Posted Content and such Posted Content complies with all requirements of the Posted Content. REPOS shall not in any manner be responsible for or endorse the Posted Content.

15.2 You agree that when posting Posted Content, you will not:

- a. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, blasphemous, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful material or information.
- b. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- c. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- d. Advertise or offer to sell or buy any goods or services for any business purpose, unless the Platform specifically allows such messages.
- e. Conduct or forward surveys, contests, pyramid schemes or chain letters.
- f. Download any file posted by another user that you know, or reasonably should know, cannot be legally distributed in such manner.
- g. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- h. Deceive or mislead the addressee about the origin of a message or communicate any information which is grossly offensive or menacing in nature.
- i. Restrict or inhibit any other user from using and enjoying the Platform.
- j. Violate any code of conduct or other guidelines which may be applicable for any particular Posted Content.
- k. Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- l. Threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- m. Violate any Applicable Laws or regulations including the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder.

## **16. Intellectual Property Ownership**

- 16.1 REPOS alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to;
- a. the Platform, Application and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations;
  - b. text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code; or
  - c. other information provided by you or any other party relating to the Platform, Application.
- 16.2 Third party trademarks may appear on this Platform/Application and all rights therein are reserved to the registered owners of those trademarks. For use of any third party's intellectual property, you need to get permission directly from the owner of the intellectual property for any use.
- 16.3 These User Terms do not constitute a sale and do not convey to you any rights of ownership in or related to the Platform, or the Application or any intellectual property rights owned by REPOS. You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by use of the Platform/ Application.
- 16.4 You may use information on the Platform purposely made available by REPOS for downloading from the Platform, provided that you:
- a. do not remove any proprietary notice language in all copies of such documents and make no modifications to the information;
  - b. use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or
  - c. do not make any additional representations or warranties relating to such information.

## **17 Links**

- 17.1 If permitted by REPOS, you may establish a hypertext link to the Platform, provided that the link does not state or imply any sponsorship or endorsement of your platform by Us. You must not use on your platform or in any other manner any REPOS trademarks or service marks or any content belonging to REPOS and appearing on the Platform, including any logos or characters, without our express written consent. You must not frame or otherwise incorporate into another third party web platform or present in conjunction with or juxtaposed against such a web platform any of the content or other materials on the Platform without our prior written consent.
- 17.2 The Services include and make use of certain functionality and services provided by third-parties service providers that allow Us to include maps, geocoding, places and other content from Google, Inc. ("Google"), or third-party vendors like Google, as part of the Services (the "Geo-Location Services"). Your use of the Geo-Location Services is subject to Google's then current Terms of Use for Google Maps/Google Earth and by using the Geo-Location Services, you agree to be bound by Google's terms of use.

## **18 Term and Termination**

- 18.1 Unless terminated in accordance with this Clause, this agreement between REPOS and you is perpetual in nature upon downloading the Application and for Order booked through the Platform.
- 18.2 You are entitled to terminate this agreement at all times by deleting your Account, thus disabling the use by you of the Platform. You can close your Account at any time by following the instructions on the Platform.
- 18.3 REPOS is entitled to terminate the agreement at all times and with immediate effect (by disabling your use of the Platform and the Service) if you: (a) violate or breach any term of these User Terms, or (b) in the opinion of REPOS, misuse the Application or the Service. REPOS is not obliged to give notice of the termination of the agreement in advance. After termination REPOS will give notice thereof in accordance with these User Terms.
- 18.4 Termination of this agreement will not prejudice accrued rights of either REPOS or you.
- 18.5 Clauses 12 (Indemnification), 13 (Liability), 14 (Application License), 15 (Contents Posted By Customers), 16 (Intellectual Property Ownership), 18 (Term and Termination), 25 (Notice) and 27 (Applicable Law and Dispute Resolution) and such other provisions which are intended to survive the termination, shall survive the expiry/termination of these User Terms in accordance with their terms.

## **19 Severability**

The invalidity of any term of these User Terms shall not affect the validity of the other provisions of these User Terms. If and to the extent that any provision of these User Terms is invalid, or is unacceptable in the given circumstances, a provision shall apply between the parties instead that is acceptable considering all the circumstances, taking into account the content and the purpose of these User Terms.

## **20 Confidentiality**

You acknowledge and agree that any data, content, or information that you may gain access to through the use of this application, which is not publicly available or which is marked or reasonably understood to be confidential, including but not limited to proprietary algorithms, software code, business strategies, internal communications, and personal user information (collectively, "Confidential Information"), shall be kept strictly confidential and not disclosed, copied, reproduced, or used for any purpose outside the scope of your permitted use of the application. You agree not to share, disclose, transmit, or otherwise make available any Confidential Information to any third party without the express prior written consent of the application owner or as otherwise required by law. If you are legally compelled to disclose any Confidential Information, you must provide prompt notice to the application provider, to the extent permitted by law, to allow them to seek protective remedies.

This confidentiality obligation shall survive the termination or suspension of your access to the application.

## **21 Sharing of Personal Sensitive Information for Payment Processing**

The Customer expressly agrees, consents, and acknowledges that certain personal sensitive information, including but not limited to name, contact details, payment instrument details, and bank account or card information (“Personal Sensitive Information”), as required for the processing of payments, may be collected, processed, stored, and shared by Repos with its authorized third-party payment gateway providers, payment service providers, acquiring banks, or payment aggregators (collectively, “Payment Partners”) solely for payment processing. Such sharing shall be strictly limited to enabling, authorizing, authenticating, and settling transactions undertaken by the Customer on the Platform, and for no other purpose. The Customer understands that the handling of such Personal Sensitive Information by the Payment Partners shall be governed by their respective privacy policies and terms of service, and Repos shall not be liable for any act or omission of such Payment Partners, except to the extent required under applicable law.

## **22 Conflict**

In the event of any contradiction or inconsistency between this User Terms and any other agreement executed between you and REPOS, the terms of the User Terms shall prevail unless the exception has been expressly agreed to in writing by making reference to the relevant Clause sought to be modified under this User Terms.

## **23 Disclaimer**

- 23.1 REPOS does not guarantee or provide assurance in respect of the behaviour, actions or data of the users posted on the Platform.
- 23.2 We do not authorize anyone to make a warranty on Our behalf and you shall not rely on any statement of warranty as a warranty by Us.
- 23.3 REPOS and their representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from your use or non-use of the Service or the Platform, or your reliance upon the Service or the information contained upon the Platform (whether arising from REPOS or any other person’s negligence or otherwise).
- 23.4 This Platform, Application and all content on the Platform and the Application are provided on an “as is” basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by your access of the Platform and/or Application, that your access of the Platform and/or Application and availing of Services is at your sole risk, that you assume full responsibility for your access and use of the Platform and/or Application, and that REPOS shall not be liable for any damages of any kind related to your access and use of this Platform and/or Application.
- 23.5 All images, audio, video and text in the Platform and/or Application are only for illustrative purposes. None of the models, actors or products in the images, if any is endorsing the

application in any manner. Any resemblance of any matter to anybody or anything is purely unintentional and/or coincidental.

## **24 Modification of the Service and User Terms**

24.1 REPOS reserves the right, at its sole discretion, to modify or replace, in part or full, any of these User Terms, or change, suspend, block, discontinue or restrict your use to all or any feature of the Application at any time.

24.2 REPOS shall not be required to notify you of any changes made to these User Terms. The revised User Terms shall be made available on the Platform. You are requested to regularly visit the Platform to view the most current User Terms. You can determine when REPOS last modified the User Terms by referring to the “Last Updated” legend above. It shall be your responsibility to check these User Terms periodically for changes. REPOS may require you to provide your consent to the updated User Terms in a specified manner prior to any further use of the Platform and the Services. If no such separate consent is sought, your continued use of the Platform, following the changes to the User Terms, will constitute your acceptance of those changes. Your use of the Platform and the Services is subject to the most current version of the User Terms made available on the Platform at the time of such use.

## **25 Notice**

25.1 REPOS may give notice by means of a general notice on the Service or Application, or by electronic mail to your email address or a message on your registered mobile number, or by written communication sent by regular mail to your address on record in REPOS’s account information.

25.2 You may contact REPOS by electronic mail at Our email address [info@reposenergy.com](mailto:info@reposenergy.com) or by written communication sent by regular mail to Our address at 103, REPOS Energy India Pvt Ltd., Kumar Vastu , opp symphony Hotel, Bhosale Nagar, Shivajinagar, Pune, India.

## **26 Assignment**

You shall not assign your rights under these User Terms without prior written approval of REPOS. REPOS can assign its rights under the User Terms to any affiliate or third party.

## **27 Applicable Law and Dispute Resolution**

27.1 These User Terms are subject to the laws of India. Any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Platform, the Application (collectively, “Disputes”) the parties shall attempt to settle the same amicably, through negotiation and consultation at such offices of REPOS as REPOS may designate.

27.2 In the event the Dispute is not resolved internally between after at least 30 (thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in



accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time reference. The reference shall be made to a sole arbitrator mutually appointed by REPOS and you. The place of the arbitration shall be Pune, unless otherwise mutually agreed by REPOS and you in writing. Subject to the above, any Dispute will be subject to the exclusive jurisdiction of courts in Pune, India.

27.3 This document is an electronic record under the Information Technology Act, 2000, and does not require a physical signature

## **28 Contact Us**

Don't hesitate to contact us if you have any questions.

Via Email: [info@reposenergy.com](mailto:info@reposenergy.com)

Via this Link: <https://reposenergy.com/>