

# TERMS & Conditions

## 1. Contractual Relationship

These Terms of Use (“Terms”) govern the access or use by you, an individual, of applications, websites, content, products, and services (the “Services” or “Electric Vehicle Charging Services”) made available by ACDC Electric Infrastructure Private Limited (“ELECTRICWEB”) a private limited company established in India, having its registered office at UB-36A, Antriksh Bhawan, 22 K.G. Marg, New Delhi- 110001, India with Corporate Identification Number U72900DL2019PTC355539. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and ELECTRICWEB. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. ELECTRICWEB may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services. ELECTRICWEB may amend the Terms related to the Services from time to time. Amendments will be effective upon ELECTRICWEB’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended. Our collection and use of personal information in connection with the Services is as provided in ELECTRICWEB’s Privacy Policy. ELECTRICWEB may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and an Electric Vehicle Charging Infrastructure Provider (including a NSP network Electric Vehicle Charging Infrastructure Provider) and such information or data is necessary to resolve the complaint, dispute or conflict.

## 2. The Services

The Services constitute a technology platform that enables users of ELECTRICWEB’s mobile applications provided as part of the Services (an “Application”) to arrange and schedule Electric Vehicle Charging Services with independent third party providers of such services including ELECTRICWEB or certain of ELECTRICWEB’s affiliates (“Third Party Providers”). Unless otherwise agreed by ELECTRICWEB in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

## LICENSE.

Subject to your compliance with these Terms, ELECTRICWEB grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by ELECTRICWEB and ELECTRICWEB's licensors.

## RESTRICTIONS.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by ELECTRICWEB; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

## PROVISION OF THE SERVICES.

You acknowledge that portions of the Services may be made available under ELECTRICWEB's various brands or request options associated with Electric Vehicle Charging Services. You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of ELECTRICWEB's subsidiaries and affiliates; or (ii) independent Third Party Providers.

## THIRD PARTY SERVICES AND CONTENT.

The Services may be made available or accessed in connection with third party services and content (including advertising) that ELECTRICWEB does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. ELECTRICWEB does not endorse such third party services and content and in no event shall ELECTRICWEB be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

OWNERSHIP. The Services and all rights therein are and shall remain

ELECTRICWEB's property or the property of ELECTRICWEB's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner ELECTRICWEB's company names, logos, product and service names, trademarks or services marks or those of ELECTRICWEB's licensors.

### 3. Your Use of the Services

#### USER ACCOUNTS.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to ELECTRICWEB certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or ELECTRICWEB's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by ELECTRICWEB in writing, you may only possess one Account.

#### USER REQUIREMENTS AND CONDUCT.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive Electric Vehicle Charging services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

#### TEXT MESSAGING.

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from ELECTRICWEB at any time by sending an email to [support@acdcelectric.in](mailto:support@acdcelectric.in) indicating that you no longer wish to receive such messages, along with the phone number of the mobile device receiving

the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

#### PROMOTIONAL CODES.

ELECTRICWEB may, in ELECTRICWEB's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that ELECTRICWEB establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by ELECTRICWEB; (iii) may be disabled by ELECTRICWEB at any time for any reason without liability to ELECTRICWEB; (iv) may only be used pursuant to the specific terms that ELECTRICWEB establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. ELECTRICWEB reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that ELECTRICWEB determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

#### NETWORK ACCESS AND DEVICES.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. ELECTRICWEB does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## 4. Payment

You understand that use of the Services may result in charges to you for the services you receive from a Third Party Provider ("Charges"). After you have received services obtained through your use of the Service, ELECTRICWEB will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by ELECTRICWEB. All Charges are due immediately and payment will be facilitated by ELECTRICWEB using the preferred payment method designated in your Account, after

which ELECTRICWEB will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that ELECTRICWEB may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available. As between you and ELECTRICWEB, ELECTRICWEB reserves the right to establish, remove and/or revise Charges for any or all services obtained through the use of the Services at any time in ELECTRICWEB's sole discretion. ELECTRICWEB may from time to time provide certain users with promotional offers, subscriptions and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Services, and you agree that such promotional offers, subscriptions and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services from a Third Party Provider at least 15 minutes prior to start of the booked time slot, post which you may be charged a cancellation fee equivalent to the entire applicable Service Charge. This payment structure is intended to fully compensate the Third Party Provider for the services provided. After you have received services obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

#### REPAIR OR CLEANING FEES.

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Providers' Electric Vehicle Charging Infrastructure and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary repairs ("Repair"). In the event that a Third Party Provider reports the need for Repair and such Repair request is verified by ELECTRICWEB in ELECTRICWEB's reasonable discretion, ELECTRICWEB reserves the right to facilitate payment for the reasonable cost of such Repair on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by ELECTRICWEB to the applicable Third Party Provider and are non-refundable.

## 5. Disclaimers; Limitation of Liability; Indemnity.

#### DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ELECTRICWEB DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, ELECTRICWEB MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ELECTRICWEB DOES NOT GUARANTEE THE QUALITY, SUITABILITY,

SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

#### LIMITATION OF LIABILITY.

ELECTRICWEB SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF ELECTRICWEB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ELECTRICWEB SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF ELECTRICWEB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ELECTRICWEB SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ELECTRICWEB'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING ELECTRIC VEHICLE CHARGING SERVICES MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL ELECTRICWEB'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND INR (INR 1000). ELECTRICWEB'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE ELECTRIC VEHICLE CHARGING WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT ELECTRICWEB HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY ELECTRIC VEHICLE CHARGING SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

#### INDEMNITY.

You agree to indemnify and hold ELECTRICWEB and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) ELECTRICWEB's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

## 6. Governing Law; Arbitration.

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of India. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any "Dispute") shall be first mandatorily submitted to mediation proceedings in terms of the Indian law. If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under the Indian laws, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 ("Act"). The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the Act. The place of both mediation and arbitration shall be India. The language of the mediation and/or arbitration shall be English. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, any correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

## 7. Other Provisions

### CLAIMS OF COPYRIGHT INFRINGEMENT.

Claims of copyright infringement should be sent to ELECTRICWEB's designated agent. Please visit ELECTRICWEB's web page at <https://www.acdcelectric.in> for the designated address and additional information.

### NOTICE.

ELECTRICWEB may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to ELECTRICWEB by written communication to ELECTRICWEB's address as mentioned above GENERAL. You may not assign or transfer these Terms in whole or in part without ELECTRICWEB's prior written approval. You give your approval to ELECTRICWEB for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of ELECTRICWEB's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, ELECTRICWEB or any Third Party Provider as a result of the contract between you and ELECTRICWEB or use of the Services. If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid

and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words “including” and “include” mean “including, but not limited to.”

## ELECTRICWEB GUIDELINES FOR LAW ENFORCEMENT AUTHORITIES

The following guidelines are intended to inform law enforcement about the legal process for seeking records from ELECTRICWEB. These are merely guidelines, and this information may change at any time. For private party requests, including requests from civil litigants and criminal defendants, we recommend browsing Guidelines for Third Party Data Requests.

## WHAT IS ELECTRICWEB AND WHAT RECORDS DO WE HAVE?

ELECTRICWEB is a technology company that has developed an app that connects users (Electric Vehicle Owners) with Electric Vehicle Charging Infrastructure partners who provide Electric Vehicle Charging Services to the user. ELECTRICWEB is not an Electric Vehicle Charging Infrastructure Provider, and does not employ any Electric Vehicle Charging Infrastructure Providers. Users can use the ELECTRICWEB App to request Electric Vehicle Charging via their smartphone. At the end of the Electric Vehicle Charging, both the Electric Vehicle Charging Infrastructure partner and user receive a copy of the receipt. More information about our services is available [here](#). We store and maintain information as described in our Privacy Statements and our Terms of Use.

## WHAT TYPE OF LEGAL PROCESS DOES ELECTRICWEB REQUIRE BEFORE PRODUCING USER OR PARTNER INFORMATION?

We disclose business records only in accordance with our terms of service and applicable law. We accept requests via email to [support@acdcelectric.in](mailto:support@acdcelectric.in) or via personal service to the following address: ACDC ELCTRIC, UB-36A, Antriksh Bhawan, 22 K.G. Marg, New Delhi- 110001, India. Our acceptance of legal process does not waive any legal objections ELECTRICWEB may have and may raise in response to the request.

## WHAT FORM OF REQUESTS DOES ELECTRICWEB REQUIRE, AND HOW ARE REQUESTS PROCESSED?

To respond to a request, we will need to receive the applicable process described above, as well as a valid return email address from an official government domain. We review each request for facial and substantive validity, and will reject requests that are not facially and substantively valid. Among other things, we require requests to be narrowly tailored to a legitimate law enforcement need and will reject overly broad, vague, or unduly burdensome requests. In order to make sure your Law Enforcement Request is valid and does not seek more information than necessary, we ask for the



following: A sufficiently narrow/defined time period; A specific event or action that the subject took; A specific reference (i.e., you must uniquely identify a user or Electric Vehicle Charging Infrastructure partner) We disclose data to law enforcement when we determine that we are required to do so by law. In those instances, we will search for and disclose data that we are reasonably able to locate and retrieve.

#### HOW DOES ELECTRICWEB HANDLE EMERGENCY REQUESTS?

We have a process for evaluating requests on an emergency basis where there is an emergency that involves protecting a user, Electric Vehicle Charging Infrastructure partner, or third party or stopping illegal activity that poses an immediate threat of death or serious bodily harm.