## Mobil Solcare Service app user Terms & Conditions

- 1. By accepting these Terms and Conditions (T&C) for using Mobil Solcare Service digital platform (Solcare App) each user agrees to adhere and bound by the T&C of using the Solcare App. Each user understands and agrees that the continuity and validity of his / her access to the Solcare App is subject to the T&C laid hereof.
- 2. ExxonMobil Lubricants Pvt. Ltd. (EMLPL) may suspend or terminate the user access of Solcare App at any time it deems necessary without having any liability/ consequences whatsoever towards any user and without assigning any reasons thereof and without giving any notice to any user, whatsoever.
- 3. Using the Solcare App is voluntary for any user.
- 4. EMLPL reserves the right to refuse Solcare App access or modify, amend, change, either retrospectively or prospectively, these T&C governing the Solcare App at its sole discretion without assigning any reason.
- 5. Users acknowledge that EMLPL may select users to grant access to the Solcare App at its sole discretion and the validity of the access is at the sole discretion of EMLPL.
- 6. EMLPL has the right to add, amend, modify or make any change in the Solcare App, as it deems necessary without having any liability / consequences whatsoever, at any time, at its sole discretion. The Solcare App is subject to any force majeure condition.
- 7. Any misrepresentation, misstatement or non-conformance of the Solcare App T&C, in any manner whatsoever, by user shall be liable for cancellation of their access to Solcare App. EMLPL reserves the right to take appropriate legal action against such user to recover damages, including its attorney fees, incurred in any legal action or otherwise.
- 8. Solcare App access guidelines:
- In order to receive timely information, the user must ensure that his/ her contact details are up to date on Solcare App.
- Users are solely responsible for updating their respective login ID and password confidential. Any fraud resulting due to this confidentiality being compromised will be held against the user only.
- 9. Information Utilization:
- Each user agrees and admits that he/she has provided their personal information/ details voluntarily and knowingly to EMLPL and/or EMLPL representative and/or on Solcare App. The users have no objection, whatsoever of the user details and information being used for the purposes of this Solcare App and accordingly the same being complied and saved on the Solcare App server.
- Users agree that the information submitted for the Solcare App may be retained and used by EMLPL
  and the users agree that EMLPL may use the data to contact and provide updates about EMLPL s
  products and promotions from time to time.
- Users agree that the information submitted on the Solcare App is solely discretionary and does not
  contain any confidential data, and can be used by EMLPL. Users agree that any claims arising further
  to this regard, will be solely their responsibility. EMLPL will not be responsible for any disputes
  arising with respect to the same.
- Users understand that under some limited circumstances, EMLPL may be required by law to disclose
  their personal information and any other submitted information by them. Users thereby authorize
  EMLPL or its affiliates in this regard.

- 10. Each user of this Solcare App represents and warrants that it understands and is in agreement and wilfully comply with applicable laws and regulations regarding anticorruption, bribery or any other law related to usage of the Solcare App and data.
- 11. Limitation of Liability: In no event shall EMLPL or its representatives be liable to any user for any damages whatsoever including direct, special, punitive, indirect, incidental, consequential damages due to misuse of the app or any of the benefits forming part thereof.
- 12. Governing Law: Solcare App and the T&C (and any dispute, difference, proceedings or claim of whatever nature arising out of or in connection with the Solcare App and these T&C) shall be governed by, and construed in accordance with the laws of India and shall be subject the exclusive jurisdiction of the Courts in Bangalore.