**Terms of Service Agreement for Rimone EV Charging**

Welcome to Rimone Charge. This agreement (the "Agreement") outlines the terms and conditions that govern your use of Rimone's charging services for electric vehicles (the "Services"). By using Rimone's Services, you agree to be bound by this Agreement.

1. Eligibility

You must be at least 18 years old to use Rimone's EV charging services. You may not use the Services if you do not agree to this Agreement.

1. Use of Services

You are responsible for any charges, fees, or penalties that result from your use of the Services. You agree to follow all applicable laws and regulations while using the Services, including safety rules. You are responsible for the safety of yourself and others while using Rimone's charging stations.

1. Payment and Fees

Rimone charges a fee for the use of its charging stations or chargers. You agree to pay the fee for the charging session, and you are responsible for any additional charges, fees, or penalties that result from your use of the Services.

1. Disclaimer of Warranties and Limitation of Liability

Rimone provides its Services and charging stations "as is" and without any warranty or guarantee of any kind, whether express or implied. Rimone is not liable for any damages that may arise from your use of the Services or charging stations, including any direct, indirect, incidental, or consequential damages.

1. Intellectual Property

All intellectual property associated with Rimone's Services and charging stations is owned by Rimone. You may not use Rimone's intellectual property without Rimone's prior written permission.

1. Termination

Rimone may terminate this Agreement at any time if you violate any of its terms or if you use the Services in a manner that violates applicable laws or regulations.

1. Privacy Policy

Rimone's privacy policy outlines how Rimone collects, uses, and protects user data. By using Rimone's Services, you agree to Rimone's privacy policy.

1. Governing Law

This Agreement is governed by the laws of India. Any disputes arising from this Agreement will be resolved in accordance with the Indian Law.

1. Entire Agreement

This Agreement represents the entire agreement between you and Rimone and supersedes any prior agreements or understandings, whether written or oral.

**By using Rimone's EV charging services, you acknowledge that you have read, understood, and agree to be bound by this Agreement.**

# **Terms of Service**

**Effective as of January 10, 2023**

**IMPORTANT**  
**THIS IS A LEGAL AGREEMENT BETWEEN END USER (referenced herein as “YOU” or “USER” or with “YOUR”) AND Rimone Ingenious Private Limited (“COMPANY” or “RIMONE” or “RIMONE CHARGE” or “RICHARGE WITH RIMONE”) THAT APPLIES EACH TIME YOU ACCESS OR USE Rimone CHARGER ON THE Rimone CHARGING NETWORK, (A “CHARGER” or collectively, the “NETWORK”), AND/OR THE RIMONE CHARGE MOBILE APPLICATION (the “APP”) AND/OR ITS WEBSITE AND ONLINE WEB PORTAL (collectively, the “SITE”) (the Site and the App collectively, the “SOLUTION”). YOU SHOULD THEREFORE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF SERVICE AGREEMENT (this “TOS”) AS THEY GOVERN YOUR USE OF THE NETWORK, AND/OR THE SOLUTION AND ITS FUNCTIONALITY. IF YOU DO NOT AGREE WITH THIS TOS, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE SOLUTION, SERVICES OR ANY COMPONENT THEREOF, AND ARE INSTRUCTED TO EXIT AND DELETE THE APP IMMEDIATELY, AND/OR STOP YOUR USE OF THE RIMONE’s CHARGER NETWORK AND SERVICES.**

1. **Restrictions on Charging.**When charging an electric vehicle using Rimone Charger, You agree to follow all applicable product, vehicle, safety, and technical documentation for the Charger and the vehicle. You also agree to use the correct equipment and connector type for the vehicle. Rimone charge only permits the use of automaker-manufactured charging adapters on Rimone NETWORK OF Chargers. Your use of any other adapter is prohibited at Rimone’s Chargers, or on the Rimone charge Network. You acknowledge and agree that Rimone’s Chargers are intended for use solely for standard, industry-manufactured automotive land vehicles, and that You are prohibited from using Rimone’s Chargers for any other type of vehicle, or electric transportation. This prohibition includes, without limitation, electric boats, home-built electric vehicles, home-built onboard chargers, and vehicles that contain personally modified chargers, without Rimone’s separate express prior written consent. To the maximum extent permitted under applicable law, Rimone charge shall have no responsibility to You for any damages or losses resulting from Your failure to comply with the terms of this paragraph, including without limitation any damages to personal property or arising from personal injury. You further acknowledge and agree to indemnify, defend, and hold Rimone charge harmless for any damage experienced by any party caused by Your failure to comply with the terms of this paragraph.
2. **License Grant.**This TOS provides to You a personal, revocable, limited, non-exclusive, non-sublicensable, and non-transferable license to use the Solution or Services, conditioned on Your continued compliance with the terms and conditions of this TOS.
3. **Restrictions.** Except as expressly provided herein, Company does not grant any other express or implied right to You or any other person. Accordingly, You may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use the Solution in any manner not expressly permitted herein. Moreover, You shall not, nor shall You permit any third party or person to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure implemented by Company for use of the Solution, Services or the charger Network.
4. **User Obligations.** You represent that You are at least eighteen years of age or the legal age of majority in Your country (whichever is greater) and will, at all times, provide true, accurate, current, and complete information (for which You have all necessary rights, permission(s), or authority) when submitting information through the Solution or App or Portal, including, without limitation, when You provide information via a registration or submission form. In addition, You access the Solution on Your own volition and are responsible for compliance with all applicable laws, rules, and regulations with respect to Your use of the Solution (including use of any permitted copies of the Solution materials and information). If You access the Solution on behalf of any organization, Your organization shall be bound to this TOS and liable for any breach by You. You represent that You have all rights, power, and authority to agree to this TOS on behalf of Your organization.
5. **Account.**You may be required to register to use the Solution or App or certain features of the Solution or App or charger Network . Each registration is for a single user only, unless otherwise expressly agreed upon by Company. Registration for access to and use of the Solution may also require access credentials, such as a user name, phone number, Email ID and a password, or adherence to other particular access requirements as designated by Company in its sole discretion from time to time. You hereby agree to consider Your access credentials, such as a user name and password, as confidential information and not to disclose such information to any third party without the prior express written consent of Company, which may be withheld in its sole discretion. You shall immediately notify Company if You suspect or become aware of any loss or theft of Your password or any unauthorized use of Your account or user name and password. Company will not be liable for any loss or damage arising from Your failure (whether inadvertent or intentional) to comply with these obligations. By submitting the requested information to the registration form on the Solution, You represent and warrant that the information You submit for registration is complete, true, accurate, and current in all respects. You must maintain and promptly update Your submitted account details to ensure that such information is complete, true, accurate, and current. Company reserves the right to suspend, terminate, or otherwise discontinue Your account and/or pending registration if Company has reasonable grounds to suspect that any information You have submitted is untrue, inaccurate, not current, or incomplete, or that Your registration, account, or use of the Solution is in violation of applicable law, regulation, or the terms of this TOS.
6. **Submissions.** Company may permit You to provide certain information, proposals, or materials to Company through the Solution with respect to certain electric charging projects or programs related to automobiles, infrastructure, and other associated matters (each, a “Submission(s)”). You agree You will not upload, post, display, or transmit any Submission(s) if such Submission(s), or any part thereof, or the act of making the Submission(s) would be considered defamatory, abusive, violative of any intellectual property or other property or proprietary rights of any third party, or unlawful in any other way. Company is not responsible for screening, policing, editing, or monitoring Your or another user’s Submissions, and encourages all of its users to use reasonable discretion and caution in evaluating or reviewing any Submission(s). Nevertheless, if You violate this TOS, Company may, in its sole discretion, take whatever action is necessary to protect Company’s legal or equitable rights, or otherwise enforce the terms of this TOS. Moreover, it is a policy of Company to take appropriate actions under applicable intellectual property laws. If You become aware of Submissions that violate these rules regarding acceptable behavior or content, You may contact Company as provided herein.
7. **Permission to Use Submissions.**By using the Solution to transmit, provide, distribute, or display a Submission(s), You automatically grant Company and any current or future parents, subsidiaries, as well as any current or future corporations, business entities, trusts, commonly-owned corporations, as well as any other entity owning, owned by, controlling, controlled by or under common control or ownership of an entity (whether legally, beneficially, by agreement or through stock ownership or other equity interest, directly or indirectly) and their permitted successors and assigns, with or without attribution, a royalty-free, perpetual, irrevocable, non-exclusive right and license to itself or any other party to use, act upon, make, have manufactured, sell, offer for sale, import, reproduce, modify, publish, create derivative works from, distribute and display such Submission(s) (in whole or in part) worldwide and/or to incorporate into other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content or information. You also acknowledge that such Submissions (in the form received or provided by You) are non-confidential for all purposes and that Company owes no obligation of confidentiality, attribution, or approval, and has no control over the extent to which any idea or information may be used by any other party or person. You will receive no compensation for any Submission(s) and hereby waive any right to enforce any intellectual property or proprietary right against Company and its parent, affiliates, and subsidiaries as a result of or on the basis of any use or exploitation of any Submission.
8. **Purchases.** The Solution may contain the option for You to purchase a payment plan, membership plan, subscription, or other related products and services. The applicable fees (and any applicable discounts, if available), period of plan or subscription, renewal opportunities, and permitted payment methods (e.g., credit or debit) will be specified through the Solution at the time of order. All purchases are final and there will be no refunds or credits except as otherwise provided in this Agreement, indicated by Company in writing, or as may be required under applicable law. All transactions are void where prohibited by law and Company may request information in order to confirm the order and method of payment. Company reserves the right to terminate or suspend access to the Solution or any related plan, subscription, product, or service if You fail to pay any amounts when due. You shall reimburse Company for all reasonable costs incurred (including reasonable attorney’s fees) in collecting past-due amounts. Unless otherwise specified herein, all obligations with respect to the amounts due to Company under the TOS shall survive the expiration or termination of the TOS for any reason.
9. **Payments through the Solution.** Upon placing an order and before initiating the charging sessions or use of Rimone’s services, You agree to pay using the payment methods indicated and grant authorization to Company and/or the applicable third party payment-processor to charge Your payment methods indicated in prepaid or post-paid methods. Company and/or the applicable third-party payment processor shall charge and You shall be responsible for payment of all taxes, tariffs, levies, or duties applicable to Your payment. All amounts loaded to Your account will be denominated in the currency of the Country in which you are using the services, and all transactions listed through the Solution are denominated in INR – Indian Rupees. You are responsible for: (a) the accuracy of all wallet, UPI, Bank details, credit and debit card information that You provide to us; and (b) maintaining the confidentiality and security of Your account information. You should not disclose Your account information to anyone. If Your account information is lost or stolen, anyone who obtains possession of either could use Your account. You are responsible for all transactions on Your account, including unauthorized transactions.
   1. Loading of Funds. The Solution may require You to load some value to Your account using Your credit or debit card or other payment options on file in order to make payments at Company’s electric vehicle charging stations using the Solution. Any value that You load to Your account is a prepayment for the goods and services offered to You through the Solution. While you may be required to provide your credit and debit card or other payment information to enroll in the Solution, the Solution may not charge your payment method until your first attempt to purchase time at one of Company’s electric vehicle charging stations using the Solution, notwithstanding any applicable subscription fee. Any value You have previously loaded to Your account will be refunded back to the original payment method You used to load funds to Your account if you wish to cancel/delete your enrollment in the Solution with a written consent to the company. The value You load to Your account is not insured by any Insurance Corporation and does not earn any interest. Company may impose limits on the amount of value that You may load to Your account. Company may require that You load a minimum amount to Your account in order to use the account’s payment functionalities or other features. Company may change these limits in its sole discretion and at any time without notice to You. There may be a delay from the time You load value to when the value is available for use through the Solution.
   2. Reloading of Funds. To use the Solution to make payments, You may be required to agree to the Solution’s automatic reload feature. The Solution will reload Your account by automatically charging the credit or debit card credentials or the other payment option you provided that You have stored through the Solution whenever Your account balance falls below a certain, defined amount. The Company will send You an email confirming the details of the automatic reload terms after You sign up. When the funds in Your account fall below the defined threshold the Company will automatically charge Your credit or debit card or the payment method to reload amount You have selected. Company will send You a confirmation email after each reload purchase. You can change Your reload preferences at any time through the Solution, but changes may take up to twenty-four (24) hours to go into effect. Once Your payment method is charged, the transaction cannot be reversed. You may cancel automatic reloading by deleting your account, either by calling Customer Assistance at phone number given on company’s official website.
   3. Fees. Except as provided in this Agreement or by the Company in writing, Company does not charge any activation, service, dormancy or inactivity fees in connection with Your account. There is no expiration date for the value on Your account.
   4. Transaction History. You are responsible for checking Your transaction history to ensure that Your transaction history and account balance are accurate. You can check Your transaction history and balance through the Solution. If You have questions regarding Your transaction history or balance, or if You wish to dispute any transaction, please call Customer Assistance given on the company’s official website or even reach out through email ID. Company will review Your claim and correct any error promptly after finishing its review. Company has no obligation to review or correct any billing error unless You provide notice within sixty (60) days of the date of the transaction in question.
10. **Subscription Plans.** The Solution/Service may provide You the option to sign up for a monthly subscription plan that provides discounted pricing at Company’s network of electric vehicle charging stations for a monthly/quarterly/annual fee. Discounts may vary depending on the region, so please check the Plan Details for more information regarding the discounts offered for charging stations located in your region. There is no minimum purchase obligation for this subscription, so the specified discounts will remain in effect regardless of how many charging sessions you purchase during the subscription term. In order to begin Your subscription plan, Company may require You to provide an acceptable means of payment, such as a valid credit or debit card or making a small transaction to verify your payment method. Some subscription plans may have differing conditions and limitations, which will be disclosed at Your sign-up or in other communications made available to You. You can find specific details regarding Your subscription through the Solution by accessing the “Plan details” menu item under the Profile menu in the Solution.
    1. Automatic Renewal. Your subscription plan will continue month/quarter/annual-to-month/quarter/annual and automatically renew until terminated. You must cancel Your membership before it renews each month in order to avoid billing of the next month's membership fee to Your payment method on file.
    2. Payment. You will need to provide Company with authorization to charge Your credit or debit card or other payment method provided by you on a recurring basis. The fee for the subscription plan will be charged to Your payment method on file at the time of enrollment and then each month thereafter until Your Account is funded following Your first use of the Solution at one of Company’s electric vehicle charging stations. Once Your Account is funded, the monthly subscription fee will be deducted from Your Account balance each month on the calendar day corresponding to the commencement of the paying portion of Your subscription until Your membership is cancelled. Subscription fees are fully earned upon payment. In some cases Your payment date may change, for example if Your payment method has not successfully settled or if Your paid membership began on a day not contained in a given month. You can find specific details on Your next payment date through the Solution by viewing your Billing Details. You authorize Company to charge any payment method associated to Your account in case Your primary payment method is declined or no longer available to Company for payment of Your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and You do not cancel Your account, Company may suspend Your access to the service until Company has successfully charged a valid payment method.
    3. Cancellation. You can cancel or terminate Your subscription plan at any time as follows:

In the App:

* + - After logging into the Rimone charge Mobile app.

In the Site:

* + - After logging into the Rimone charge Customer Portal, navigate to **Manage Accounts**.

Company will not provide refunds or credits for subscription fees for any partial-month subscription periods.

* 1. Changes to Terms. Company may change the terms of the subscription plans or adjust pricing at any time without prior notice as Company may determine in its sole discretion. Except as otherwise expressly provided for in these Terms of Service.
  2. Limitations. Use of the subscription plan is non-transferable. The sale, barter, transfer or assignment of any subscription plan benefits is strictly prohibited. Without limiting any other remedies, Company may suspend or terminate any subscription plan if it suspects, in its sole discretion, that any member or other person has engaged in fraudulent activity in connection with the subscription plan, including without limitation by providing personal information that is untrue, inaccurate or not current.

1. **Charging Pricing.** The charging pricing including taxes shown when logged onto the Site, the App, or at a charging station (“Charging Pricing”) represents the per-minute/per-unit or percentage-wise-charging pricing charged during entire charging session and is based on the rate of charge Your vehicle communicates to the charging station that it can receive. Actual speed of charge may vary during the charging session and may fall below the Charging Pricing due to factors such as vehicle capacity at start of charging, temperature, battery age, vehicle efficacy, vehicle usage, and power output of the charging station. By using the Solution or any other payment mechanism to purchase time at a charging station, You understand these factors and agree to pay the Charging Pricing disclosed through the Solution/APP/webportal or at the charging station.
2. **Communications, and Updates.** By creating an account, You agree to receive communications from Company including, but not limited to email, push notifications, and/or text messages. These communications may include charging session notifications and final receipts. These communications are part of Your relationship with Company and You receive them as part of Your use of the Solution/services/products. You therefore hereby agree that any such notices, agreements, disclosures or other communications that Company sends to You electronically will satisfy any legal communication requirements. Furthermore, You understand and agree that installation of the App permits the downloading of updates and upgrades for the purpose(s) of fixing product defects or providing enhancements. You will be given notice and an opportunity to accept or refuse any update or upgrade that Company provides. However, Your refusal of an update or upgrade may impact performance of the App.
3. **Privacy Policy.** You understand, acknowledge, and agree that the operation of certain areas of the Solution and the creation of an account may require or involve the submission, use, and dissemination of various personally identifiable information including, but not limited to, Your phone number, email address, mailing address and vehicle details. Please see the Rimone charge [Privacy Policy](https://www.electrifyamerica.com/privacy/) for a summary of Company's personally identifiable information collection and use practices. Any information submitted by You through the Solution/APP/webportal will be pursuant to Company’s aforementioned Privacy Policy (and any related disclosure(s)) and includes a right and license from You to allow Company to use such information in accordance therewith.
4. **Proprietary Rights.** All rights, titles, and interests in and to the Solution are owned by Company. The Solution is protected by Indian copyright law and international treaty provisions governing proprietary rights. This TOS provides only a limited license to access and use the Solution. Accordingly, You expressly acknowledge and agree that Company transfers no ownership or intellectual property right, title, or interest in and to the Solution to You or anyone else. All trademarks, service marks, text, graphics, headers, icons, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including HTML, CSS, XML, and JavaScript code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of any content contained on or available through the Solution, unless otherwise indicated, are owned, controlled, and licensed by Company and/or its licensors. In particular, without limitation, the Company logo, the words “Rimone charge, Richarge with Rimone, Rimone,” all Company product or service names, and Company advertising slogan(s) are trademarks. Nothing contained on the Solution should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Company's trade names, trademarks or service marks without express prior written consent. All rights not expressly licensed hereunder are reserved by Company.
5. **Links to Third Party Content.** Company may provide links, in its sole discretion, to other applications, websites, or networks for Your convenience in locating or accessing related information and/or services. These other applications, websites or networks are maintained by third parties over which Company exercises no control. Your correspondence or any other dealings with third parties are solely between You and such third party. Accordingly, Company hereby expressly disclaims and shall not have any liability or responsibility for such applications, websites, or networks, or in connection with any such dealings between You and any third party.
6. **Other Terms and Conditions.** Additional notices, terms, and conditions may apply to products, services, receipt of (or access to) certain materials, participation in a particular program, and/or to specific portions or features of the Solution, including without limitation the terms of app stores, Play stores, digital distribution services, and/or third-party payment processors. Without limitation of the foregoing, You hereby agree that (a) this TOS operates in addition to any Terms of Service imposed or required by any digital download or user interface platform from which You download or access the Solution (“Provider Terms”); and (b) the terms of this TOS supplement and do not alter or amend any such Provider Terms.
7. **Additional Terms and Conditions for Apple Users.**NOTE**– The terms and conditions of this paragraph apply to You**only**if You downloaded the App through Apple Inc.’s App Store.** You acknowledge that this TOS is between You and Rimone charge, and that Apple Inc. (“Apple”) bears no responsibility for the App and its content. The license grant under paragraph 1 of this TOS is a non-transferable license to use the App on any Apple-branded Products that You own or control as permitted by this TOS and the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the App may be accessed and used by other accounts associated with You via “Family Sharing” (as defined in the Apple Media Services Terms and Conditions) or volume purchasing. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price (if any) of the App to You; provided that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by You or a third party relating to the App or Your use of the App, including without limitation: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. In the event of any third party claim that the App or Your possession and use thereof infringes a third party’s intellectual property rights, Apple will not be responsible for any investigation, defense, settlement, or discharge thereof. Apple and its subsidiaries are third-party beneficiaries of this TOS, and upon Your acceptance of this TOS, Apple will have the right (and will be deemed to have accepted the right) to enforce this TOS against You as a third-party beneficiary thereof.
8. **Mobile Usage.** The Solution offers various tools or display functionality that are available to You via Your mobile phone or other mobile computing device. Please note that Your mobile carrier’s normal messaging, data, and other rates and fees will apply to Your use of the Solution. In addition, downloading, installing, or using the Solution may be prohibited or restricted by Your mobile carrier, and not all functionality on the Solution will work with all carriers or devices or in all locations. Therefore, You are solely responsible for checking with Your mobile carrier to determine if the Solution is available for Your mobile devices; what restrictions, if any, may be applicable to Your use of the Solution; and how much such use will cost You. Nevertheless, Your use of the Solution shall be strictly in accordance with this TOS.
9. **Disclaimer.** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SOLUTION WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS. THE SOLUTION IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, COMPANY EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD PARTY PROVIDED MATERIALS, PROGRAMS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE SOLUTION, AND YOU AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS A RESULT OF ANY SUCH DEALINGS BETWEEN YOU AND A THIRD PARTY.
10. **Limitation and Liability.**COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND COMPANY’S CONTROL. MOREOVER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SOLUTION OR FOR ANY INFORMATION AND MATERIALS AVAILABLE THROUGH THE SOLUTION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TOTAL LIABILITY OF COMPANY FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SOLUTION SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE SOLUTION (DURING THE LAST TWELVE (12) MONTHS) OR FIVE HUNDRED RUPEES(Rs.500.00), WHICHEVER IS GREATER.
11. **Indemnification.**You agree to indemnify, defend, and hold Company (and its affiliated companies, contractors, employees, agents, and suppliers and partners) harmless from any and all claims, suits, actions, liabilities, losses, costs, damages, expenses, and any other liabilities, including without limitation attorneys’ fees, arising out of or related in any manner to Your breach or alleged breach of this TOS or for any violation or alleged violation of the rights of any other person or entity.
12. **Governing Law.**This TOS has been made in and will be construed and enforced solely in accordance with the laws of the State of Punjab, India as applied to agreements entered into and completely performed in the State of Punjab, India. Any dispute will be resolved by arbitration.
13. **Enforcing Security on the Solution.**Company reserves the right to view, monitor, and record activity on the Solution without notice or permission from You. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Solution as well as to disclosures required by or under applicable law or related government agency actions. Company will also comply with all court orders or subpoenas involving requests for such information.
14. **Injunctive Relief.**You acknowledge that any breach, threatened or actual, of this TOS, including, without limitation, with respect to unauthorized use of Company proprietary rights or assets, will cause irreparable injury to Company, such injury would not be quantifiable in monetary damages, and Company would not have an adequate remedy at law. You therefore agree that Company shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of Your obligations under any provision of this TOS. Accordingly, You hereby waive any requirement that Company post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to Company to enforce any provision of this TOS.
15. **Term & Termination.**This TOS will take effect (or re-take effect) at the moment You click “I AGREE” or begin downloading, accessing, or using the Network or the Solution, whichever is earliest. Company reserves the right at any time and on any grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of this TOS, to deny Your access to the Network, Solution or to any portion thereof in order to protect its name and goodwill, its business, and/or others, and this TOS will also terminate automatically if You fail to comply with its terms and conditions, subject to the survival rights of certain provisions identified below. Termination will be effective without prior notice and may impact (and prohibit) submission of any information. You may also terminate this TOS at any time by ceasing to use the Network or the Solution, but all applicable provisions of this TOS will survive termination, as identified below, and each re-access or use of Network, or the Solution will reapply this TOS (then in effect) to You. Upon termination of this TOS for any reason, You must destroy all copies of any aspect of the Solution in Your possession. The provisions concerning Company’s proprietary rights, Submissions, disclaimers of warranty, limitations of liability, waiver and severability, entire agreement, injunctive relief, and governing law will survive the termination of this TOS for any reason.
16. **Waiver & Severability.**Failure to insist on strict performance of any of the terms and conditions of this TOS will not operate as a waiver of any subsequent default or failure of performance. No waiver by Company of any right under this TOS will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of this TOS is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this TOS shall continue in effect.
17. **Export Controls.**You represent and warrant that You are not (a) located in a country that is subject to a Indian Government embargo, or that has been designated by the Indian Government as a “terrorist supporting” country; and (b) listed on any Indian Government list of prohibited or restricted parties. You hereby agree that (i) You will comply with all applicable Sanctions and Export Control Laws, (ii) You are solely responsible for ensuring that the Solution is used, disclosed, and/or transported only in accordance with all applicable Sanctions and Export Control Laws, and (iii) You will not re-export or transfer the Solution, in any form, directly or indirectly, to any person or entity based in Pakistan, U.S.A, Canada, European countries, Iran, Syria, Sudan, South Sudan, or North Korea.
18. **Contact Information.**If You have any questions about the Solution or this TOS, please contact Rimone charge at:  
    **Address**: SCO-7, Near SBI Bank, Sanour road, Patiala, Punjab(147001), India

**Phone**: +91-7696012280

**Email**: [info@rimonecharge.com](mailto:info@rimonecharge.com)

1. **Miscellaneous.**No joint venture, partnership, employment, affiliate, or agency relationship exists between You and Company as a result of this TOS or Your utilization of the Solution. This TOS and Company’s [Privacy Policy](https://www.electrifyamerica.com/privacy/) represent the entire agreement between You and Company with respect to use of the Solution, and the Network, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and Company with respect to the Solution and the Network. You may not assign, delegate, or transfer any rights under this TOS without the prior written consent of Company. **Please note that Company reserves the right to change the terms and conditions of this TOS by posting a revised TOS or mailing and/or e-mailing notice thereof to You. In addition, Company may add, modify, or delete any aspect, program, or feature of the Solution, but Company is not under any obligation to add any upgrade, enhancement, or modification. Your continued use of the Solution and/or the Network following any announced change will be conclusively deemed acceptance of any change to the terms and conditions of this TOS (and acceptance of the version of this TOS then in effect). Accordingly, please review the TOS found at this location on a periodic basis.**

**Cookies**



## Privacy Preference Center

We use cookies and other tracking technologies, such as web beacons, pixels, and tags, to gather information about you, your device, and how you interact with our website.  Although we do not "sell" this information for money, we engage in routine online activities with third parties in ways that could be considered a “sale,” “sharing,” or “targeted advertising” as defined under applicable law. You can opt-out of such disclosures by both: (A) submitting an Opt-Out of Sale/Sharing/Targeted Advertising request through our [Privacy Portal](https://privacy.electrifyamerica.com/welcome) and (B) disabling the “Sale/Sharing/Targeted Advertising” toggle below.

Disabling the “Sale/Sharing/Targeted Advertising” toggle below will place a cookie on your browser signaling that you have opted out of such online activities.  Please note:

* The opt-out cookie only applies to this website and only to the browser and device you are using at the time you make the selection. You will also need to disable the “Sale/Sharing/Targeted Advertising” toggle on each browser on each device you use, and on each Rimone charge website you access.
* If you clear cookies on your browser, you will need to disable the “Sale/Sharing/Targeted Advertising” toggle in the Preference Center from that browser again.
* If you have blocked cookies through your browser settings, we will be unable to comply with your Preference Center opt out request.

[More information](https://cookiepedia.co.uk/giving-consent-to-cookies)

Allow All

### Manage Consent Preferences

#### Strictly Necessary Cookies

**Always Active**

These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site will not then work. These cookies do not store any personally identifiable information.

#### Functional Cookies



These cookies enable the website to provide enhanced functionality and personalisation. They may be set by us or by third party providers whose services we have added to our pages. If you do not allow these cookies then some or all of these services may not function properly.

#### Targeting Cookies



These cookies may be set through our site by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. They do not store directly personal information, but are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.

#### Performance Cookies



These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.