

## GENERAL TERMS AND CONDITIONS

We, Srivaru Motors Private Limited (SVM) are the owners of this website “<https://www.srivarumotors.com>”.

This website and related web sites contained herein (collectively, the "**Website**") make available information on the SVM products, its services, and/or its various third-party distributors. The website may also include information regarding its subsidiaries, controlled entities, affiliates and related parties belonging to the SVM or entities being operated or managed by SVM.

By accessing this webpage and any pages thereof, you agree to be bound by these T&C. Usage of this webpage indicates unconditional acceptance of these Terms. If you do not accept these T&C, you must refrain from using the website. The T&C must be read in conjunction with any applicable statutes and regulations governing the usage of this Site.

- A. This page states the Terms and Conditions under which you (Visitor) may visit this website (“**Website**”).
- B. The business, any of its divisions and / or its subsidiaries, associate companies or subsidiaries to subsidiaries or such other investment companies (in India or abroad) reserve their respective rights to periodically revise these Terms and Conditions at any time by updating this page. You should visit this page periodically to re-appraise yourself of the Terms and Conditions, because they are binding on all users of this Website.
- C. The information on the Website has been included in good faith and is for general purposes only. It should not be relied upon for any specific intended purpose and no representation or warranty is given as regards its accuracy or completeness or for making any decision.
- D. If you apply for any product or service detailed on this Website, these Terms and Conditions should be read in conjunction with and in addition to any other terms and conditions which relate to any such product or service and, in the event of any

contradiction between these Terms and Conditions and the specific terms and conditions relating to such product or service, the latter shall prevail.

- E. By using the website and/or application, the User signifies that they have read, understood and agreed to be bound by these Terms. SVM reserves the right to change these Terms at any time without notice. The User's continued use of the website and/or application shall be construed as their acceptance of the revised Terms.

The Company and the User shall hereinafter be individually referred to as “**Party**” and collectively referred to as “**Parties**”.

**1. Restrictions/Eligibility of user to browse through this webpage:**

You warrant that you are competent to bind yourself to all the T&C of this web page and is not barred by the relevant statute from browsing this webpage. This webpage is not intended for or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

**2. Use of the website:**

For using the website, you shall agree and undertake that:

- (i) Your usage of the webpage shall be strictly as per the applicable statute for lawful purposes and in accordance with these Conditions.
- (ii) Will not host or upload any obscene, defamatory, or libelous photos or statements on the Website.
- (iii) You shall not upload or display or publish any information, which you do not have the right to use.
- (iv) You will not post or host or upload anything which is offensive to the public or any third party or create any hatred or physical harm of any kind against any group or individual.
- (v) You shall not infringe any patent, trademark, copyright, trade secret, or other proprietary rights of SVM or any third party.
- (vi) You shall not violate any law for the time being in force.

- (vii) You shall not impersonate another person.
- (viii) Upload/host software or emails containing viruses or files or folders or software which are designed to interrupt, destroy any system, data, or personal information.
- (ix) You shall not interfere with the software in any manner provided in the website.
- (x) Transfer or transmit the information provided in this website.
- (xi) Visitors are prohibited from violating or attempting to violate the security of the Website, including, without limitation;
  - (a) Accessing data not intended for such user or logging into a server or account which the user is not authorized to access,
  - (b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization,
  - (c) Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or “Trojan horse” to the Website, overloading, “flooding”, “mail bombing” or “crashing”, or
  - (d) Sending unsolicited electronic mail, including promotions and/or advertising of products or services.
  - (e) Visitors may not use the Website in order to transmit, distribute, store or destroy material, that could constitute or encourage conduct that would be considered a criminal offence or violate any applicable law or regulation.

In addition, you agree that you will not use spider, robot, other automatic device, or manual process to monitor or copy our web pages or the content contained herein, without the prior written consent of SVM.

### **3. Contents:**

The content of this Website is provided solely to assist browsers in providing information on the products and services.

The products and services displayed on the website may not be available for purchase in your particular Territory/locality. The reference to such products and services on the website does not imply or warrant that these products or services will be available at any

time in your particular location. You should check with your distributor for the availability of specific products and services in your area.

We have not reviewed or verified the contents of the linked websites. You have to independently access the same at your own risk.

#### **4. Trademark:**

The website contains the name, trade and service marks, logos, devices of SVM and or the marks owned its patent, affiliate, holding, or subsidiary companies and licensed to SVM to distinguish its products (collectively referred to as SVM). SVM Intellectual Property is protected from trademark and shall not be reproduced, copied, or otherwise used in any manner whatsoever, on any material whether tangible or intangible, without the express prior written permission and consent of SVM. Without limitation, you must not use any of the said trade or service marks, either alone or in conjunction or combination or variation with other trade and service marks, logos, and devices.

Nothing contained on the website should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any of the trademarks without the written permission of SVM or such other party that may own the trademarks.

The images of products displayed in the website are our Intellectual property and are registered as Trademarks and/or designed in India. Any use of the images of SVM, its products without our express consent in writing shall constitute infringement of our Intellectual Property Rights/registered Trademarks.

#### **5. Copyright:**

The Website, including the information, text, graphics, images, photographs, videos, sounds, links, and all other information and software published or otherwise contained in the website ("**Information**") are either owned exclusively by SVM or licensed obtained by SVM from third parties. Information shall not be copied, distributed, displayed, reproduced, or transmitted, in any form or by any means whether electronic, mechanical, photocopying, recording, or otherwise, without the prior written approval of SVM.

#### **6. Warranties:**

SVM strives to ensure the information is accurate and reliable, free from errors or information on good effort basis. You shall not construe the information provided on this Site or any material or link accessed through the Site as any sort or advice.

SVM does not warrant that this Webpage will be uninterrupted, error-free, or constantly available, or available at all or that any information on this Webpage is accurate, true, correct, or non-misleading, including without limitation, as to merchantability, non-infringement of intellectual property rights or fitness for purpose.

SVM shall not be held responsible for any non-availability of the Webpage due to technical reasons, operation maintenance, or for any reason beyond our control.

Though we make all our endeavor to protect this webpages from any viruses, unauthorized access, modification, deletion, unplanned downtimes, cyber attacks, or other illegal use of this webpage however, we do not warrant for any kind warranty either, implied, expressed, or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

We will not be liable to you in any way or in relation to the contents of, or use of, or otherwise in connection with the Webpage. You acknowledge, by your use of this website, that your use of this website is at your sole risk; that you assume full responsibility for all risks associated in connection with your use of this Webpages.

SVM may suspend or discontinue any aspect of the website at any time without being liable for any direct or indirect loss as a result of such action.

## **7. Limitation of Liability:**

You agree that neither Company nor its group companies, directors, officers or personnel shall be liable for any direct and/or indirect and/or incidental and/or special and/or consequential and/or exemplary damages, resulting from the use and/or the inability to use the service and/or for cost of procurement of substitute goods or/and services or resulting from any goods or/and data or/and information or/and services purchased or/and obtained or/and messages received or/and transactions entered into through or/and from the service or/and resulting from unauthorized access to or/and alteration of user's transmissions

or/and data or/and arising from any other matter relating to the service, including but not limited to, damages for loss of profits or/and use or/and data or other intangible, even if Company has been advised of the possibility of such damages.

You further agree that Company shall not be liable for any damages arising from interruption, suspension or termination of service, including but not limited to direct or/and indirect or/and incidental or/and special consequential or/and exemplary damages, whether such interruption or/and suspension or/and termination was justified or not, negligent or intentional, inadvertent or advertent.

You agree that Company shall not be responsible or liable to user, or anyone, for the statements or conduct of any third party of the service. In sum, in no event shall Company's total liability to the User for all damages or/and losses or/and causes of action exceed the amount paid by the User to Company, if any, that is related to the cause of action.

**8. Indemnity:**

You agree to indemnify and hold harmless us, and our subsidiaries, affiliates, parent / holding company, or their respective officers, directors, agents, partners and employees, from and against any and all liabilities, settlements, penalties, claims, causes of action, and demands (including any costs, expenses, or attorneys' fees on account thereof) (collectively "Claims") irrespective of the nature of the cause of such Claims, alleging loss, costs, expenses, damages or injuries (including without limitation Claims for any property damage, personal injury or death, arising in any way, directly or indirectly, made by any third party or penalty imposed due to or arising out of your breach of this T&C.

**9. Linked websites:**

- 10.** The Website, inclusive of all material contained herein, may include links to third party websites and social media networking sites that are controlled and maintained by others. Any link to other websites must not be construed to be an endorsement of such websites and it must be acknowledged that SVM is not responsible for such content or availability of any such websites. Use of such third party websites shall be at your own risk.**No waiver:**

The failure by SVM to enforce at any time or for any period any one or more of the T&C shall not be construed as a waiver by SVM or of the right at any time Variation in terms.

If any part of these T&C is declared invalid or unenforceable, all remaining T&C shall continue to be valid and enforceable.

#### **11. Assignment:**

We can assign these Terms of Service, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion. You cannot assign this agreement.

#### **12. Severability**

If any of these Terms and Conditions or any terms and conditions relating to a product or service referred to in this Website is determined to be illegal, invalid or otherwise unenforceable in the near future by reason of the statutes of any particular state or country in which such terms and conditions are intended to be enforceable, then to the extent of such illegality, invalidity or unenforceability, and in relation to such particular state or country only, such terms or conditions shall be removed and severed from the rest of the relevant terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be legally binding and enforceable.

#### **13. Amendment And Modification**

SVM reserves the right to amend the same to further the intent and purpose of that particular provision, which when amended shall be binding on you. The remaining provisions of these Terms and Conditions shall remain in full force and effect and legally enforceable.

#### **14. Dispute resolution, governing law and jurisdiction:**

If there is any dispute about or involving these Terms and Conditions, the Website and/or the service/products between you and SVM, the dispute shall be governed by the laws of

India and the Courts and Tribunals of Coimbatore alone, to the exclusion of any other, shall have the jurisdiction to try and entertain any disputes.

With respect to the global nature of the Internet, you shall comply with all local regulations and statutes regarding user conduct on the Internet and acceptable content.

## **15. MISCELLANEOUS**

- (i) These Terms and Conditions together with any documents expressly referred to in them, are the terms and conditions relating to the subject matter covered for the use of this website.
- (ii) SVM reserves the right, at any time and without prior notice, to remove or cease to supply any product or service contained on this website or remove any material posted on this website at its sole discretion. In the event that such a removal takes place, SVM shall not be liable to you in any way whatsoever for such removal.
- (iii) SVM reserve the right to change these Terms and Conditions at any time by posting changes on the Website without prior notice and the same shall be binding upon you.
- (iv) These Terms and Conditions are not assignable, transferable, or sub licensable by you, except with our prior written consent. We may, however, transfer, assign, or delegate these Terms and their rights and obligations without consent.
- (v) Both parties agree that these Terms and Conditions are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.

No agency, partnership, joint venture, or employment is created as a result of these Terms and you, in the capacity of a user, do not have any authority to bind us in any respect whatsoever.