

## TERMS & CONDITIONS

### Terms & Conditions (T&C) of Service

The [www.charget.in](http://www.charget.in) Portal, the ChargET mobile App (as also defined below as “Application”), Charging stations, and other services hosted or made available by Ever fuels Pvt. Ltd. including FAQ pages, Contact Us, Payment Gateway Service Provider are collectively referred to in these T&C as the “Service”. In exchange for being enabled to use the Service, you agree to abide by these T&C. The Application/portal is operated by EVER FUELS PVT. LTD. (EVER FUELS). EVER FUELS offers the Service to you for getting your Electric Vehicle charged at various CPO’s owned and/or operated charging station subject to your agreement with this Terms & Conditions of the Service. Please read these Terms & Conditions of Service carefully before registering as Customer for accessing or using our Service. By registering as Customer, you agree to be bound by these Terms & Conditions of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access or use our Service. If these Terms & Conditions of Service are considered an offer, acceptance is expressly limited to these Terms & Conditions of Service. Any new features or tools which are added to the current Application or Service shall also be subject to the Terms & Conditions of Service. You can view the most current version of the Terms & Conditions of Service at any time on the portal/application. We reserve the right to update, change or replace any part of these Terms & Conditions of Service by posting updates and/or changes to our portal/application. It is your responsibility to check our portal or Application periodically for changes. Your continued use of or access to our service following the posting of any changes constitutes acceptance of those changes.

### Service Registration as Customer

You agree that before using our Service you will register to Application/Portal as Customer. For registration you will download ChargET App from Google Play Store/IOS using compatible smart phone or visit [www.charget.in](http://www.charget.in) and register yourself as Customer by providing personal information like your name for identification, mobile number for communication, Vehicle number etc (Collectively referred to as “Personal Data”). Your personal details and all other information shall be stored on authorized service Azure Cloud Service and you are hereby specifically authorizing us for this purpose. It is the Customer's responsibility to ensure that the user information is always correctly registered in the Application. ChargET is not responsible for incorrect input data during registration, regardless of the registration method. Customer may also choose to be a guest user. Application also provide a feature for corporates to opt for corporate registration wherein they shall have to provide details of drivers, vehicle nos. etc. for registration. ChargET reserves the right to freely assess Customer request for registration to Service and accept or reject the registration.

Subsequent to successful registration you will get an OTP which after confirmation will complete the registration for accessing the Service through Mobile App/portal for which you shall have to create your own password/user name, except for guest user case. Connection to the Service can be availed through charging units installed only at charging stations listed with ChargET. List of nearby chargers including its availability is listed on portal as well as App. You can connect your EV to the charging unit with the help of App. Charging Session starts from the time you connect your EV to charging unit listed with ChargET and ends when you or

application/portal disconnects your EV from charging unit. It is the Customer's responsibility to ensure that charging begins and completed correctly. To ensure that the charging has begun, the Customer shall refer to the information visible on the charger or APP. It is the Customer's responsibility to ensure that the vehicle has the right conditions to charge at the charging station. It is the Customer's responsibility to update the account with any new/updated information as possible after receiving the information. If Corporate registration is opted, a consolidated invoice shall be generated at the end of the period mutually agreed between CPO's and the Corporate entity. By accepting this T&C, you accept that ChargET will debit the Applicable charging fee, including applicable taxes. The final charging fee, which is based on the time of charging or the fixed amount charged or on per unit electricity consumed or mix of the above at the predetermined price notified to the Customer before charging, will be calculated once the charging is completed and debited immediately. Charging shall be completed either by the system according to the Customer's instructions given at the beginning of charging session, or by the Customer at any time. The Customer is, for their part, responsible for keeping the password secure. It is recommended not to write down the password lest third parties can access to your account. It is also advised that the password should be used in a way that does not allow others to gain access to the information. The Customer shall immediately notify ChargET by sending an e-mail to [contact@charget.in](mailto:contact@charget.in) and [contact@electreefi.com](mailto:contact@electreefi.com) (EVER FUELS service provider) if Customer believes that unauthorized persons have gained access to or knowledge of the password.

#### Unauthorized use of the services

The Customer is responsible for any unauthorized use of the Service under their control. The Customer is advised to notify ChargET immediately if they believe that their account has been used by an unauthorized person or in an unauthorized manner. ChargET shall not be responsible for any losses incurred due to unauthorized transaction by the customer.

#### Complaints and Investigation of a ChargET application purchase transaction

A Customer wishing to submit a complaint regarding Transaction shall notify ChargET within 7 days of the date on which the purchase transaction in question became available on their online account. The complaint shall clearly indicate the type of error in the Transaction. When a Customer submits a complaint, ChargET shall carry out an investigation. Complaints regarding incorrect charging costs are processed and determined by ChargET. If and when a complaint is accepted, ChargET shall compensate the Customer for the amount, which will not be more than the excess amount deducted in lieu of the charging fee. If the complaint is rejected, ChargET shall inform the Customer of the result of the investigation of the complaint and inform the position of ChargET. The investigation shall be completed within 90 days from the receipt of written complaint.

#### Changes to Services or terms and conditions

ChargET reserves the right to modify T&C or Services time to time to adapt its operation to new technologies or new IT platform, or due to administrative reasons or due to information security or regulatory requirement etc. All such updated T&C shall be applicable for availing the Service. At all times updated T&C shall be available for view to Customers on [www.charget.in](http://www.charget.in) or the APP. It will be notified to Customers in

the form of Updates on their App. Customers are advised to periodically update ChargET App for use.

#### Termination of membership/registration

The Customer may terminate their membership by giving one month's notice. The notice of termination shall be sent by e-mail to [contact@charget.in](mailto:contact@charget.in). However, customer will be liable to pay all dues against transaction made till the date of cancellation of registration. ChargET has the right to give notice to terminate this agreement in the following cases:

The Customer uses the Service contrary to this agreement or to the obligations they have towards ChargET.

The Customer does not meet their payment obligations in case of invoice-based payment or corporate registration due fee (if applicable)

ChargET has cause to suspect that the Service is being misused

In all above cases, ChargET shall give opportunity to Customer to remedy the situation. If within 7 days from the issuance of such remedial notice, Customer does not remedy the situation, ChargET shall have the right to invoke this clause for termination of the registration. It is the Customer's responsibility to terminate the registration if the Service is not intended to be used, if the vehicle is sold or temporarily out of use, etc. ChargET can terminate this Agreement by providing 30 days' notice to you without assigning any reason.

#### Disclaimer of Warranties & Limitation of Liability

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free. We do not warranty that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you. You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall ChargET/EVER FUELS, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including,

Without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

#### Indemnification

You agree to indemnify, defend and hold harmless ChargET/EVER FUELS and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### Jurisdiction and Governing Law

All disputes arising from this Agreement shall be governed by Indian laws and Courts at Kolkata shall have jurisdiction over matters arising out of this Agreement