

## **Terms and Conditions**

This notice of Terms & Conditions has been made in accord with the provision of Rule 3 (1) of the Information Technology Rules, 2011. The mentioned act requires to publish the Privacy Policy, Rules and Regulations and Terms & Conditions for the user's knowledge and know-how.

By opening and using this Website you are unconditionally accepting the Terms & conditions and disclaimers contained in this notification. If you do not accept these Terms & Conditions, you must immediately stop using this Website. The material on this website has been included in good faith and is for general purpose only. It is suggested that one should not rely upon this website for any specific purpose and no representation or warranty is given in relation to its accuracy or for making any decision.

### **Usage**

To use certain features of this site, you are required to login as a member, the details of which are provided in the registration form. If you login or fill in your details on this website, then the terms and conditions shall be read in concurrence with and in addition to any other terms and conditions which relate to the service. And in any case of contradiction between the two the later shall prevail. Further, by mere use to the website/application, you are contracting with the company and the Terms & Conditions including the policies establishes your obligation with the website/application. We can alter, modify, update, remove or change the website permanently or temporarily or any part of it at any time with our discretion without notice and you agree that we shall not be liable to you for any such change. We can remove, change, or discontinue any service, promotion etc as advertised on this website at any time without notice. We can discontinue any promotional material at any without any prior notification. We can change these Terms and Conditions at any time without notice or giving any reason. That your continued usage of the Website following any change shall be deemed as your acceptance of such or any change.

### **Eligibility to use**

The services of this Website are not available to people under the age of 18 also termed as minors, and to users who are suspended or removed by us for any reason whatsoever. If you do not come under the above qualification, you shall not be permitted to avail any services

offered or use the website. You must represent that you are of the legal age and are eligible to form a valid contract under the prevailing laws of India. On the contrary, if you are below the age of 18 years, you must prevail the services through your legal guardian in harmony with the prevailing laws. You shall not have more than one active Account on the Website. Further, you are prohibited from selling, trading, or otherwise transferring Your Account to another party.

Company reserves the right to refuse access to use the Services offered at the Website to new Users or to terminate access granted to existing Users at any time without according any reasons for doing so.

### **Users Obligation**

The Company offers its services to different categories. Users of each of the categories are required to register themselves on the Website/Applications and make an individual account with Company to receive its services. Such an account is accessible by the unique username and password provided to the User by the Company when they chose to register themselves on the Website/Applications. The said username and password should be kept highly confidential and should not be disclosed to any third party. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorized manner.

You shall ensure that the Account Information provided by You on the Website/Applications registration form is complete, accurate and up to date. Use of another user's Account Information for availing the Services is strictly prohibited.

If you provide any information that is untrue, inaccurate, or incomplete (or becomes untrue, inaccurate, or incomplete), or Company has reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, Company has the right to suspend or terminate Your Account and refuse all current or future use of the Website (or any portion thereof).

### **Privacy and Information Protection**

Please review our Privacy Policy, which also governs your visit to this Website, to understand our internal policies and practices. The personal information / data provided to us

by you during the course of usage of this website will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.

### **Charges for using the website**

We do not charge any fee for browsing the Website. Company reserves the right to change its Fee Policy from time to time. Company may at its sole discretion introduce new services and modify some or all the existing services offered on the Website. In such an event Company reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services. Changes to the Fee Policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees.

### **Your Conduct**

You must not use the Website/Applications in any way that causes, or is likely to cause, the Website/Applications or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not Company, are responsible for all electronic communications and content sent from your computer to us and you must use the Website/Applications for lawful purposes only. You must not use the Website/Applications for any of the following:

For fraudulent purposes, or in connection with a criminal offense or other unlawful activity to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam" to cause annoyance, inconvenience or needless anxiety

We reserve the right to initiate action under applicable laws for unauthorised use, exploitation or disclosure of vulnerabilities, content of Website/Applications, customer information, etc.

### **Intellectual Property Rights**

This Website and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the “Content”) on the Website is owned and controlled Godawari Electric Motors Private Limited and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights. The trademarks, logos and service marks displayed on the Website (“Marks”) are the property of Godawari Electric Motors Private Limited or their vendors or respective third parties. You are not permitted to use the Marks without the prior consent by us, the vendor or the third party that may own the Marks.

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Godawari Electric Motors Private Limited owns all intellectual property rights and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. Except as expressly provided herein, you acknowledge and agree that you shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from us or third party owner of such Content.

In case of any breach of the aforesaid conditions You would be liable to proceeded against in accordance with the appropriate law at your own risk and consequences and You accept the liability thereof.

### **Third Party Content**

The Website makes available general Third-party information such as, product catalogues, lists of authorized dealers, reports on news, entertainment, technology and features, advertisements including videos, images and photographs of the products and other data from

external sources (“Third Party Content”). Similar Third-Party Content would also be available to you on the email received by you from us. The provision of Third-Party Content is for general informational purposes only. You acknowledge that the Third-Party Content provided to you is obtained from sources believed to be reliable. We do not provide any guarantee with respect to any the Third-Party Content and we shall not be held liable for any loss suffered by you based on your use of such data.

### **Disclaimer of Warranties and Liabilities**

We expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or the content (including product information and/or specifications) on the website. While we have taken precautions to avoid inaccuracies in content, this Website/Applications, all content, information, software, products, services, and related graphics are provided as is, without warranty of any kind.

You hereby expressly release Company and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability, or other consequence of any of the actions/inactions of the vendors and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise. Identifying any kind of vulnerability may not entail us to reward you. However, the same shall be subject to Company’s sole discretion and policies.

### **Communications**

If you visit our website or send us an E-mail you are communicating with us electronically. We may communicate with you by e-mail, SMS, WhatsApp, phone call or by notices on the posting website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mail, WhatsApp, or phone calls from us.

### **Losses**

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the Website/Applications.

### **Alteration of Service or Amendments to the Conditions**

We reserve the right to make changes to our Website/Applications, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the Website/Applications unless any change to those policies or these conditions is required to be made by law or government authority. If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

### **Force Majeure**

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any reason which is beyond our reasonable control. This condition does not affect your statutory rights.

### **Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

### **Report Abuse**

In the event You come across any abuse or violation of these Terms of Use or if You become aware of any objectionable content on the Website, please report to us on our customer support.

### **Profanity Policy**

Our website prohibits the use of language that is racist, hateful, sexual or obscene in nature in any form whatsoever. Disciplinary action may result in the indefinite suspension of a User's account, temporary suspension, or a formal warning.

### **Governing law and Jurisdiction**

These conditions are governed by and construed in accordance with the laws of India. You agree, to submit to the exclusive jurisdiction of the courts at Raipur, Chhattisgarh.

IN NO EVENT SHALL GODAWARI ELECTRIC MOTORS PRIVATE LIMITED BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF

USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

**Severability & Waiver Contact Information**

If any provision of this Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

**Right to Refusal**

The Company reserves the right to refuse permission to You to participate in any activity organized by the company, at its discretion without assigning any reasons whatsoever. Further the Company reserves the right to re-schedule, cancel or amend the terms governing activities, at its discretion without any prior written notice/intimation.

**Feedback and Information**

Any feedback You provide to this Website shall be deemed to be non-confidential. We shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that your feedback does not contain confidential or proprietary information of You or of third parties. That we are not under any obligation of confidentiality, express or implied, with respect to the feedback. Further you are not entitled to any compensation or reimbursement of any kind from us for the feedback under any circumstances.

Godawari Electric Motors Private Limited.

G7, G8 HIRA Arcade, Opp. Old Bus Stand

Pandri, Raipur

Chhattisgarh- 492004

Phone:

Email:

All rights reserved.

