



TERMS AND CONDITIONS FOR THE WEBSITE

THIS IS AN ELECTRONIC RECORD IN THE FORM OF A USER AGREEMENT FORMED UNDER THE ACT (DEFINED HEREIN BELOW) AND OTHER STATUTES PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS. THIS USER AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS USER AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND EXIDE (BOTH TERMS DEFINED HEREIN BELOW). THE TERMS OF THIS USER AGREEMENT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM, BY USE OF THE WEBSITE (DEFINED HEREIN BELOW) OR BY OTHER MEANS) AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND EXIDE FOR YOUR USE OF THE WEBSITE.

THIS USER AGREEMENT IS PUBLISHED AND SHALL BE CONSTRUED IN ACCORDANCE WITH RULE 3(1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 AND RULE 4 OF THE INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OF INFORMATION) RULES, 2011, THAT REQUIRE PUBLISHING OF THE USER AGREEMENT FOR COLLECTION, USE, STORAGE AND TRANSFER OF SENSITIVE PERSONAL DATA OR INFORMATION.

PLEASE READ THIS USER AGREEMENT CAREFULLY BY USING THE WEBSITE, YOU INDICATE THAT YOU UNDERSTAND, AGREE AND CONSENT TO THIS USER AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS USER AGREEMENT, PLEASE DO NOT USE THIS WEBSITE. YOU HEREBY PROVIDE YOUR UNCONDITIONAL CONSENT OR AGREEMENT TO EXIDE UNDER SECTION 43A AND SECTION 72A OF THE ACT.

A. DEFINITIONS

“Act” shall mean the Information Technology Act, 2000, as amended, modified or replaced from time to time and shall include the rules made thereunder.

“Content” shall have the meaning ascribed to it in clause 3.1 of the General Terms.

“Cookies” shall mean files that a user’s web browser puts on such user’s computer when a user visits a website. It is standard method of registering user preferences when people use Websites, to ensure a better and more personalized experience, which are stored in a file on a user’s computer’s hard disk drive.

“Exide” shall mean Exide Industries Limited and its subsidiaries and affiliates and associate companies. The terms "We" / "Us" / "Our" refers to each entity being part of the definition of Exide.

"Force Majeure Event" shall mean any event due to any cause beyond the reasonable control of Exide and/or the dealers, including, without limitation, acts of God, fire, flood, earthquake, explosion, civil commotion, strikes, lockout, and/or industrial action of any kind, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions, unavailability or breakdown of any communication system and/or transport facility, sabotage, breakdown and/or hacking of the Website and/or its features, software or contents provided for availing the services listed on the Website, such that it is impossible to perform the obligations under this User Agreement, or any other cause or circumstances beyond the control of Exide and/or the dealers hereto which prevents timely fulfilment of obligation of Exide and/or the dealers hereunder.

"General Terms" shall mean the terms of use in Part III herein.

"Non-Personal Information" shall have the meaning ascribed to it in clause 4.1 of the Privacy Policy.

"Personal Information" shall mean the data that can be used to uniquely identify or contact a single person, such as name, address, telephone number, email address, birth date and gender and the sensitive personal data or information as mentioned under the Act.

"Marks" shall mean trademarks, logos, service marks, etc.

"Privacy Policy" shall mean the privacy policy in Part I herein.

"Restricted Purpose" shall have the meaning ascribed to it in clause 1.4 of the General Terms.

"Terms of Use" shall mean the terms of use in Part II herein.

"User Generated Content" shall have the meaning ascribed to it in clause 12.1 of the General Terms.

"Website" shall mean the website with the domain name 'www.innovationchallenge.exideindustries.com'.

PART – I

PRIVACY POLICY

1. Acknowledgement

- 1.1. By providing us Your personal information (defined herein below) or by making use of the facilities provided by the website, You hereby consent to the collection, storage, processing and transfer of any or all of Your personal information and non-personal information (defined herein below) by Exide as specified under this User Agreement. You further agree that such collection, use, storage and transfer of Your personal information and non-personal information shall not cause any loss or wrongful gain to You or any other person.
- 1.2. You hereby agree to grant Exide a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights (but no other rights) that You have in your Personal Information, to enable Exide to use the information in accordance with this User Agreement.

2. Authenticity of Information

- 2.1. The Personal Information provide by You to Exide from time to time is and shall be authentic, correct, current and updated and You undertake that You shall have all the rights, permissions and consents as may be required to provide such Personal Information to Exide.
- 2.2. Exide and each of its entities officers, directors, contractors or agents shall not be responsible for the authenticity of the Personal Information that You or any other user provide to Exide. You shall indemnify and hold harmless Exide and each of its entities officers, directors, contracts or agents and any third party relying on the Personal Information provided by You in the event You are in breach of this Privacy Policy including this Clause.

3. Personal Information

- 3.1. Personal Information is collected at the time of registration on the Website and/ or by subscribing to / availing our Services. We may also receive Your Personal Information from our business partners and other third parties, provided that such third parties confirm to us that You have permitted them to share such information.
- 3.2. Personal Information provided by You is used only:
 - 3.2.1. to facilitate Your use of the Website;
 - 3.2.2. to respond to Your inquiries;
 - 3.2.3. to provide You with information and offers about Exide's Services;
 - 3.2.4. to send You important information regarding the Website, changes to Exide's terms, conditions and policies and/or other administrative information;
 - 3.2.5. to send You surveys and marketing communications that Exide believes may be of interest to You;
 - 3.2.6. to personalize Your experience on the Website and Exide's other websites by presenting and advertising, products and offers tailored for You;
 - 3.2.7. to help You address issues with the Website including any technical problems;
 - 3.2.8. for proper administration of the Website;
 - 3.2.9. to conduct internal reviews and data analysis for the Website;
 - 3.2.10. to improve the services, content and advertising on the Website;

- 3.2.11. to protect the integrity of the Website; and
- 3.2.12. to respond to judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law.
- 3.3. Your Information will primarily be stored in electronic form. However certain data can also be stored in physical form. We may store, collect, process and use Your data in countries other than Republic of India, in compliance with applicable laws.
- 3.4. If You send Us personal correspondence, such as emails or letters, or if other users or third parties send Us correspondence about Your activities or postings on the Website, we may collect such information into a file specific to You.
- 3.5. You can always choose not to provide information and in such cases, if the information required is classified as mandatory, You will not be able to avail of that part of the Services, features or content.
- 3.6. You can add or update Your Personal Information on a regular basis. Exide may keep a copy of the prior version of your Personal Information for its records.

4. **Non-Personal Information**

- 4.1. When You visit the Website, We automatically receive certain information of anonymous nature, such as Your internet protocol (IP) address, the domain You may have used to access Our Website, the type and version of browser or operating system You may be using, the content of any undeleted Cookies that Your browser previously accepted from Us and the Website You may have come from and visit next ("**Non-Personal Information**"). Such Non-Personal Information may be stored in server logs and does not assist Exide in identifying You personally.
- 4.2. This Non-Personal Information may include:
 - 4.2.1. Your geographic location;
 - 4.2.2. details of Your telecom service provider or internet service provider;
 - 4.2.3. type of browser (Internet Explorer, Firefox, Opera, Google Chrome etc.);
 - 4.2.4. operating system of Your system, device and the Website You last visited before visiting the Website; and/or
 - 4.2.5. duration of Your stay on the Website in each session along with the date and time of Your access.
- 4.3. We may also aggregate Your Non-Personal Information from the Website, such as demographic statistics, number of visitors and average time spent on the Website for our internal purposes.
- 4.4. Exide may use third-party service providers to serve advertisements on Exide's behalf across the internet and sometimes on the Website. They may collect Non-Personal Information about Your visits to the Website and Your interaction with Our dealers in relation to Our products and Services on the Website.

5. **Cookies**

- 5.1. To facilitate and customize Your experience with the Website, We may store Cookies on Your computer. We may use Cookies to record how often You visit our Website, and what

pages You go to on Our Website. The Cookie itself does not have Personal Information in it. We use Cookies to save Your time while using the Website, by reminding Us who You are, and track and target Your interests in order to provide You a customized experience. Use of this information helps us to create a more user-friendly experience for users.

- 5.2. You can choose to accept or decline Cookies. You can also erase or choose to block these Cookies from Your computer. Most web browsers automatically accept Cookies, but You can usually modify Your browser setting to decline Cookies. This may, however, prevent You from taking full advantage of the Website.
- 5.3. Other tracking technologies may record information such as internet domain and host names, internet protocol (IP) addresses, browser software and operating system types, stream patterns, and dates and times that the Website is accessed. Our use of Cookies and other tracking technologies allows Us to improve Our Website and Your experience.

6. **Purpose and Use of the Information**

- 6.1. The information provided to Us/ collected by Us is used for the purpose of providing You with Our Services, responding to Your inquiries and/or fulfilling Your requests for information about various services offered by Us, sending You important information regarding the Website and our Services, sending You emails the We feel may be of interest to You, personalizing Your experience on the Website by presenting advertising, products and offers tailored to Your requirements, properly administering the Website, conducting internal reviews and data analysis for the Website, improving our services, content and advertising on the Website and as required under law.
- 6.2. Personal Information and Non-Personal Information may be treated differently under this Privacy Policy.
- 6.3. In accordance with clause 3 herein above, the collection of Personal Information shall be limited to that which is necessary for the purposes identified by Exide. We will only use the information we collect about You lawfully and in accordance with the Act, relevant rules and other applicable laws of India. Exide does not trade or sell Your Personal Information without Your consent in any manner, except as specified in this Privacy Policy.
- 6.4. We use Your personal information to resolve disputes; troubleshoot problems; help promote a safe service; collect money; measure consumer interest in our products and services, inform You about online and offline offers, products, services, and updates; customize Your experience; detect and protect us against error, fraud and other criminal activity; enforce our terms and conditions; and as otherwise described to You at the time of collection.
- 6.5. To the extent that We use Your Personal Information to market to You, We will provide You the ability to opt-out of such uses.
- 6.6. In accordance with clause 4 herein above, Non-Personal Information is used by Exide to understand the use and number of users visiting the Website. Non-Personal Information may be shared with the sponsors, investors, advertisers, developers, associates, third-party service providers and strategic business partners of Exide in order to enhance and grow its business.
- 6.7. Exide may also use the log file, which is a standard measure. They include internet protocol

(IP) addresses, browser type, internet service provider, referring/exit pages, platform type, date/time stamp, and number of clicks. Exide may use them to analyse trends, administer the Website, track users' movement and gather broad demographic information for aggregate use. IP addresses, etc. are not linked to Personal Information.

- 6.8. In our efforts to continually improve Our product and Services, we collect and analyse demographic and profile data about Our users' activity on Our Website. We identify and use Your IP address to help diagnose problems with Our server, and to administer Our Website. Your IP address is also used to help identify You and to gather broad demographic information.

7. **Sharing of Information**

- 7.1. Exide implements standard measures to protect against unauthorized access to and unlawful interception of Personal Information. However, no internet site can fully eliminate security risks.

- 7.2. We do not sell, rent, trade or exchange any of Your Personal Information. We may provide Your information to our affiliates and service providers under confidentiality agreement (such as customer care, data analytics) to support the operation of the Website and our Services.

- 7.3. We may share Personal Information with Our other corporate entities and affiliates. These entities and affiliates may market to You as a result of such sharing unless You explicitly opt-out.

- 7.4. We may enter into agreements with third parties (in or outside of India) to store or process Your information or data. These third parties may have their own security standards to safeguard Your information or data and we will on commercial reasonable basis require from such third parties to adopt reasonable security standards to safeguard Your information / data.

- 7.5. Such disclosure to third parties may be required for Us to provide You access to Our Services, to comply with Our legal obligations, to enforce Our this User Agreement, to facilitate Our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to Our Services. We do not disclose Your Personal Information to third parties for their marketing and advertising purposes without Your explicit consent.

- 7.6. Non-Personal Information may be shared with third-party service providers and other entities to serve advertisements on Exide's behalf across the internet and sometimes on the Website and assist Exide in growing its business on the Website.

- 7.7. We may share/sell some or all of Your Personal Information with another business entity should we (or our assets) merge with, or be acquired by that business entity, or re-organization, amalgamation, restructuring of business. In the event such a transaction occurs, the other business entity (or the new combined entity) will be bound by this Privacy Policy with respect to Your Personal Information.

- 7.8. In addition, Your Personal Information may be disclosed to the following third parties:

7.8.1. to an associate or affiliate person;

7.8.2. where it is necessary to enable any of Our staff, employees, agents, contractors,

suppliers or commercial partners to provide a service to Us or to perform a function on Our behalf (including providing marketing assistance, market research or customer services; and administering Your membership, supplying products or services that we provide to You now or in the future, or any free prize draws, prize competitions or promotions);

7.8.3. to Our professional advisers; or

7.8.4. where it is necessary in order to pursue Our legitimate interests or if We are required to or are permitted to do so by law.

7.9. We may disclose Personal Information about You to third parties or government authorities if we are legally obligated to or we believe that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce this User Agreement; (iii) comply with legal process or other government inquiry, such as a search warrant, summon, statute, judicial proceeding, or other legal process/ notice served on us; (iv) protect Our rights, reputation, and property, or that of Our users, affiliates, or the general public; (v) respond to claims that any such data violates the rights of others; or (vi) protect the rights, property or personal safety of Exide, its employees, users of, or visitors to, the Website, and the public.

7.10. Exide may disclose any information Exide may have about You if Exide determines that such disclosure is necessary in connection with any investigation or complaint regarding Your use of the Website, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Exide's rights or property, or the rights or property of users of the Website, including Exide's customers.

7.11. You acknowledge that apart from Your Personal Information, if You upload any content on the Website, such content may contain Personal Information and the same may be available to the other users of the Website. Exide will not be liable for the disclosure and dissemination of such Personal Information to third parties.

8. **Data Retention**

8.1. We retain the Personal Information while Your account is in existence or as needed for providing You with our services.

8.2. Exide may retain Your Personal Information even after You have closed Your account, if retention is reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce this Privacy Policy and our Terms of Use.

9. **Review of Information**

9.1. Your Personal Information can be reviewed by You by logging into Your account through Our Website.

9.2. The Personal Information provided by You, which is found to be inaccurate or deficient, can be corrected or amended by You online or by Us upon receipt of a written request from You in this regard. Exide shall not be responsible for authenticity of the Personal Information or other information supplied by You.

9.3. Non-Personal Information will be retained indefinitely.

10. **Links to Other Websites**

- 10.1. The Website provides third-party advertisements and links to other websites. Exide does not provide any Personal Information to these third-party websites or advertisers and is not responsible for the privacy practices or the content of those linked websites. Accordingly, Exide does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites.
- 10.2. The information provided by You to such third party Websites shall be governed in accordance with the privacy policies of such Websites and it is recommended that You review the privacy policy on any such Websites prior to using such Websites.

11. **Security Precautions**

- 11.1. Exide strives to ensure the security, integrity and privacy of Your Personal Information and to protect Your Personal Information against unauthorized access or unauthorized alteration, disclosure or destruction. For this purpose, Exide adopts internal reviews of the data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where Exide stores Your personal data.
- 11.2. Exide may share Your Personal Information with third parties under a confidentiality agreement which *inter alia* provides for such third parties not disclosing the Personal Information further, unless such disclosure is for the purpose of providing Services. However, Exide is not responsible for any breach of security or for any actions of any third parties that receive Your Personal Information. Exide is not liable for any loss or injury caused to You as a result of You providing Your Personal Information to third party (including any third party Websites, even if links to such third party Websites are provided on the Website).

12. **Withdrawal of consent**

- 12.1. By using the Website and/ or by providing Your Personal Information, You consent to the collection and use of such information by Exide. At any time while availing our Services or otherwise, You can withdraw Your consent for the collection and use of the Personal Information. Such withdrawal of the consent should be sent to Us in writing.
- 12.2. In case You do not provide Us with the Personal Information required for availing our Services or later on withdraw Your consent, We have a right not to provide You with Our Services and You shall not be authorized to visit/ use the Website.

13. **Modification to Privacy Policy**

- 13.1. If We decide to change Our Privacy Policy, We will post those changes on this page so that You are always aware of what information We collect, how We use it, and under what circumstances We disclose it.

PART – II

TERMS OF USE

1. Eligibility to Use

- 1.1. Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872 and any other applicable law for this purpose. Persons who are 'incompetent to contract' within the meaning of the Indian Contract Act, 1872 or any other applicable law for this purpose including minors, un-discharged insolvents etc. are not eligible to use the Website.
- 1.2. Exide 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.
- 1.3. You shall not have more than one (1) active account on the Website. Additionally, You are prohibited from selling, trading, or otherwise transferring Your account to another party.

2. User Obligations

- 2.1. Subject to compliance with this User Agreement, Exide grants You a non-exclusive, limited privilege to access and use this Website and the Services provided therein.
- 2.2. You agree to use the Services, Website and the materials provided therein only for purposes that are permitted by: (a) this User Agreement; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 2.3. You agree to adhere to all limitations on dissemination, use and reproduction of any materials (such as the product catalogues) that You access on the Website.
- 2.4. You agree not to access (or attempt to access) the Website and the materials or Services by any means other than through the interface that is provided by Exide. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website.
- 2.5. You acknowledge and agree that by accessing or using the Website or Services, You may be exposed to content from other users that You may consider offensive, indecent or otherwise objectionable. Exide disclaims all liabilities arising in relation to such offensive content on the Website. Further, You may report such offensive content in the manner prescribed herein.
- 2.6. If the Website allows You to post and upload any material on the Website, You hereby undertake to ensure that such material is not offensive and is in accordance with applicable laws.
- 2.7. You agree that You are solely responsible to Exide and to any third party for any breach of Your obligations under this User Agreement and for the consequences (including any loss or

damage which Exide or its affiliates or its vendors may suffer) for any such breach.

- 2.8. You agree that Exide may, at any time, modify or discontinue all or part of the Website, charge, modify or waive fees required to use the Website, or offer opportunities to some or all Website users.

PART – III

GENERAL TERMS

1. Usage Conduct

- 1.1. You shall solely be responsible for maintaining the necessary computer equipment and internet connections that may be required to access, use and transact on the Website.
- 1.2. You are also under an obligation to use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged in this User Agreement.
- 1.3. Exide shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any transaction.
- 1.4. Exide grants you a personal, restricted, non-transferable, non-exclusive and revocable license to use the Website and the Services offered through the Website till the termination of this User Agreement according to the terms and conditions set forth herein. The Services are provided solely for Your personal and non-commercial use only ("**Restricted Purpose**").
- 1.5. You are permitted access to the Website and the Services solely for the Restricted Purpose and not for any other purpose whatsoever.

2. Representations, Warranties and Covenants

- 2.1. In addition to the representations and warranties mentioned in this User Agreement, You hereby represent and covenant to Exide that:
 - 2.1.1. the Information provide by You to Exide from time to time is and shall be authentic, correct, updated and You have all the rights, permissions and consents as may be required to provide such Information to Exide.
 - 2.1.2. Your providing the Information to Exide and Exide's consequent storage, collection, usage, transfer, access or processing of the same shall not be in violation of any third party agreement, laws, charter documents, judgments, orders and/or decrees.
 - 2.1.3. You will use the Website and the products for lawful purposes only. By using the Website, You agree to be in full compliance with all the applicable laws, rules, regulations and guidelines.
 - 2.1.4. You are a duly incorporated, established or registered, resident of India, as the case maybe, holding a permanent account number (PAN) in India.
 - 2.1.5. You are solely responsible for taking delivery of the products or any inconvenience or delay caused thereto, on account of Your inaccuracy or mistake, including but not limited to You providing Us with a wrong name or identity of Your authorized personnel taking delivery of the Products or any other incorrect information. You will indemnify Us for any losses incurred as a result of such inaccuracy or mistake.
 - 2.1.6. You will not interfere with the proper working of the Website, or with any other

person's right to use this Website.

2.1.7. You are accessing this Website voluntarily and transacting at Your sole risk and are using Your best and prudent judgment before entering into any transaction through this Website including in relation to usage of the products.

2.1.8. You shall be responsible for checking product description and other related information before placing an order. By placing an order for a product You agree to be bound by the purchase order that may be issued by the dealer duly authorized by Us to provide Services through the Website.

3. Intellectual Property Rights

3.1. The 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 by Exide 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.

3.2. The Marks displayed on the Website are the property of Exide. You are not permitted to use the Marks without the prior consent of Exide, the vendor or the third party that may own the Marks.

3.3. Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Exide owns all intellectual property rights to and into the trademark 'Exide', 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.

3.4. The Website and all the Content, graphic representations and images are the property of Exide. No part of the text, any graphics, images or Content on the Website may be reproduced or transmitted in any form or by any means, electronic, mechanical or otherwise, including by photocopying, facsimile transmission, recording, re-keying or using any information storage and retrieval system without Our prior written permission.

4. Limitation of Liability

4.1. WITHOUT LIMITING THE FOREGOING, EXIDE MAKES NO WARRANTY THAT (I) THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR YOUR USE OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE WEBSITE, SERVICES OR OTHER MATERIALS WILL MEET YOUR EXPECTATIONS; (IV) OR THAT ANY ERRORS OR DEFECTS IN THE WEBSITE, SERVICES OR OTHER MATERIALS, INCLUDING SOFTWARE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EXIDE OR THROUGH OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS USER AGREEMENT.

4.2. YOU UNDERSTAND AND AGREE THAT ANY INFORMATION, CONTENT, DATA, OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH OR FROM THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU COMPUTER SYSTEM OR ANY LOSS OF DATA THAT

RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

- 4.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXIDE WILL HAVE NO LIABILITY RELATED TO YOUR CONTENT ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. EXIDE ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY OF YOUR CONTENT.
- 4.4. EXIDE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A CONSEQUENCE OF UNAUTHORIZED USE OF YOUR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE WEBSITE OR ANY SERVICES OR MATERIALS, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. EXIDE HAS ENDEAVOURED TO ENSURE THAT ALL THE INFORMATION ON THE WEBSITE IS CORRECT, HOWEVER EXIDE NEITHER WARRANTS NOR MAKES ANY REPRESENTATION REGARDING THE QUALITY, ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION, PRODUCT OR SERVICE. EXIDE SHALL NOT BE RESPONSIBLE FOR THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED FUNCTIONALITIES, THE PROVISION OF OR FAILURE TO PROVIDE FUNCTIONALITIES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, FUNCTIONALITIES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. FURTHER, EXIDE SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE WEBSITE DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE WEBSITE THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND EXIDE'S CONTROL. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE ENTIRELY AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. EXIDE IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERROR LEADING TO AN INVALID COUPON. EXIDE ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS, WITH RESPECT TO ANY INFORMATION PROVIDED TO YOU WHETHER ON BEHALF OF ITSELF OR THIRD PARTIES.
- 4.5. EXIDE MAY AVAIL SERVICES OF THIRD PARTY DEALERS/SUB-DEALERS TO PROVIDE THE NECESSARY HARDWARE, SOFTWARE, NETWORKING, STORAGE, AND RELATED INFORMATION TECHNOLOGY REQUIRED TO MANAGE AND OPERATE THE WEBSITE. EXIDE SHALL NOT BE LIABLE FOR ANY THIRD PARTY PRODUCT OR SERVICES. THE ADVERTISEMENT AVAILABLE ON E-MAIL OR WEBSITE WITH RESPECT TO THE THIRD PARTY WEBSITE OR THE PRODUCTS AND SERVICES ARE FOR INFORMATION PURPOSES ONLY.
- 4.6. EXIDE DOES NOT AUTHENTICATE ANY INFORMATION PROVIDED BY THIRD PARTIES ON THE WEBSITE, UNLESS SPECIFICALLY STATED. YOU MUST VERIFY THE CREDENTIALS AND INFORMATION PROVIDED BY OTHER USERS/THIRD PARTIES.
- 4.7. THE WEBSITE MAY CONTAIN LINKS TO OTHER THIRD PARTY WEBSITES WHICH ARE NOT UNDER THE CONTROL OF EXIDE. ANY THIRD PARTY WEBSITE YOU VISIT BY A LINK FROM THE WEBSITE IS SOLELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDING THE WEBSITE. THE CONTENT OF, INCLUDING MATERIALS AND INFORMATION CONTAINED ON, ANY THIRD PARTY WEBSITE TO WHICH YOU LINK FROM THE WEBSITE IS SOLELY THE RESPONSIBILITY OF THE PROVIDER OF THAT THIRD PARTY WEBSITE. ANY TRANSACTIONS THAT YOU ENTER INTO WITH A THIRD PARTY LISTED IN THIS WEBSITE OR LINKED FROM THIS WEBSITE ARE SOLELY BETWEEN YOU AND THAT THIRD PARTY. WE ARE NOT RESPONSIBLE FOR ANY SUCH THIRD PARTY CONTENT THAT MAY BE ACCESSED VIA THE WEBSITE, NOR THE ORGANIZATIONS

PUBLISHING THOSE THIRD PARTY WEBSITES, AND HEREBY DISCLAIM ANY RESPONSIBILITY AND LIABILITY FOR SUCH CONTENT. THE INCLUSION OF ANY LINKS DOES NOT CONSTITUTE OR IMPLY AN ENDORSEMENT OR RECOMMENDATION BY US OF THE THIRD PARTY, OF THE QUALITY OF ANY PRODUCT OR SERVICE, ADVICE, INFORMATION OR OTHER MATERIALS DISPLAYED, PURCHASED, OR OBTAINED BY YOU AS A RESULT OF AN ADVERTISEMENT OR ANY OTHER INFORMATION OR OFFER IN OR IN CONNECTION WITH THE THIRD PARTY WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, EXIDE, ITS AFFILIATES, ASSOCIATES AND GROUP COMPANIES, AND THEIR RESPECTIVE DIRECTORS, KEY MANAGERIAL PERSONNEL, EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUB-CONTRACTORS, CONSULTANTS AND THIRD PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY LOSS AND/OR DAMAGE AND/OR CLAIMS OF ANY KIND (WHETHER IN CONTRACT, TORT OR BREACH OR STATUTORY DUTY OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE AND/OR MATERIALS AND/OR USER MATERIAL AND/OR ANY CONNECTED THIRD PARTY WEBSITE INCLUDING WITHOUT LIMITATION:

4.7.1. INDIRECT OR CONSEQUENTIAL LOSS;

4.7.2. LOSS OF PROFITS OR REVENUE OR SAVINGS OR OTHER ECONOMIC LOSS;

4.7.3. INCIDENTAL, DIRECT OR SPECIAL LOSS OR SIMILAR DAMAGES;

4.7.4. LOSS OF OR DAMAGE TO DATA;

4.7.5. LOSS OF BUSINESS REPUTATION OR GOODWILL;

4.7.6. WASTED OR LOST MANAGEMENT TIME; AND/OR

4.7.7. PUNITIVE DAMAGES

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE WAS FORESEEABLE.

4.8. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL EXIDE OR ITS AFFILIATES, ASSOCIATES AND GROUP COMPANIES' LIABILITY TO YOU FOR ANY AND ALL LOSSES, DAMAGES OR CLAIMS (WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE AND ITS SERVICES.

4.9. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR WITH THIS USER AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND/OR USING THE WEBSITE.

4.10. BY USING THIS ONLINE PLATFORM, YOU AGREE THAT WE SHALL NOT BE HELD RESPONSIBLE FOR ANY UNCONTROLLABLE SECURITY ATTACKS AND IN SUCH CASES YOU AGREE THAT WE SHALL NOT BE HELD RESPONSIBLE FOR ANY TYPE OF FINANCIAL LOSSES, LOSS OF OPPORTUNITY, LEGAL COST, BUSINESS LOSSES, REPUTATION LOSSES, DIRECT AND INDIRECT LOSSES THAT MAY OCCUR TO YOU AS PER THE PROVISIONS OF SECTION 43, 43A AND 45 OF THE ACT AND ANY OTHER LAWS OF INDIA FOR THE TIME BEING IN FORCE.

4.11. YOU FURTHER AGREE THAT OUR MANAGEMENT SHALL NOT BE HELD RESPONSIBLE DIRECTLY OR INDIRECTLY FOR ANY CYBER CRIME RELATED LIABILITIES UNDER THE ACT OR ANY OTHER APPLICABLE LAW RELATING TO YOUR INFORMATION AS YOU HAVE AGREED AND ACKNOWLEDGED THAT OUR TOP MANAGEMENT COMPLIES WITH DUE DILIGENCE REQUIREMENTS OF THE ACT INCLUDING ITS RULES AND AMENDMENTS.

4.12. YOU ALSO AGREE AND ACKNOWLEDGE THAT OUR MANAGEMENT SHALL NEVER BE HELD RESPONSIBLE REGARDING PRIVACY OF YOUR SENSITIVE PERSONAL DATA IN CASE OF SHARING YOUR SENSITIVE PERSONAL DATA TO ANY AUTHORIZED CYBER INVESTIGATION AGENCY OF APPROPRIATE GOVERNMENT AUTHORITIES AS REQUIRED UNDER THE ACT AND ITS RULES.

- 4.13. THE CONTENTS PUBLISHED ON THE WEBSITE ARE SUBJECT TO CHANGES AND/OR IMPROVEMENTS PERIODICALLY. DURING THE PROCESS OF UP-GRADATION, REPAIR, MAINTENANCE AND/OR IMPROVEMENTS OF CONTENTS / SYSTEMS / PROGRAMS / SOFTWARE MAY BE SUSPENDED FOR ANY USE. EXIDE SHALL NOT BE LIABLE FOR ANY INCONVENIENCE, LOSS, DAMAGE, COST, EXPENSES WHICH MAY BE INCURRED BY ANYBODY DUE TO UNAVAILABILITY OF THE WEBSITE FOR ANY USE. EXIDE CANNOT BE HELD LIABLE IN ANY EVENT, FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL LOSS AND/OR DAMAGES (DIRECT AND/OR INDIRECT) WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF OPPORTUNITY, BUSINESS LOSS, LOSS OF PROFIT, REVENUE, LOSS AND/OR DAMAGE TO ANY PERSON AND/OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF AND/OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY AND/OR INABILITY TO USE THE WEBSITE/SERVICES AND/OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, AND/OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OBTAINED THROUGH THE WEBSITE/SERVICES, AND/OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE/SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY AND/OR OTHERWISE, EVEN IF EXIDE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. EXIDE DOES NOT ENDORSE IN ANYWAY ANY ADVERTISERS/ CONTENTS OF ADVERTISERS ON ITS WEB-PAGES. YOU SHALL VERIFY THE VERACITY OF ALL INFORMATION ON YOUR OWN BEFORE UNDERTAKING RELIANCE AND ACTING THEREUPON. EXIDE SHALL NOT BE RESPONSIBLE AND/OR LIABLE FOR ANY CONSEQUENTIAL DAMAGES ARISING ON ACCOUNT OF THE USER RELIANCE ON THE CONTENTS OF THE ADVERTISEMENT. FURTHER, EXIDE SHALL NOT BE RESPONSIBLE IN ANY MANNER WHATSOEVER FOR ANY THIRD PARTY ACTION WHICH RESULTS IN THE INFORMATION PROVIDED BY YOU BEING EXPOSED, MISUSED AND/OR BY SUCH THIRD PARTY WHO ACCESSED SUCH INFORMATION WITHOUT ANY AUTHORISATION FROM EXIDE.
- 4.14. YOU SHOULD OBTAIN SPECIFIC PROFESSIONAL ADVICE ON ALL MATTERS. EXIDE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, WHATSOEVER, THAT MAY ARISE RESULTING FROM RELIANCE ON ANY INFORMATION CONTAINED ON THIS WEBSITE OR IN RESPECT OF ANY INFORMATION ON ANY OTHER WEBSITES TO WHICH THIS WEBSITE MAY BE LINKED. NONE OF THE ABOVE SHALL BE TAKEN TO EXCLUDE LIABILITY FOR FRAUD OR NEGLIGENCE CAUSING DEATH OR PERSONAL INJURY.
- 4.15. THIS CLAUSE SHALL SURVIVE THE TERMINATION OF THIS USER AGREEMENT.

5. **Indemnification**

- 5.1. You agree to indemnify, defend and hold harmless Exide, including but not limited to its affiliate dealers/sub-dealers, agents and employees from and against any and all direct, indirect, incidental, special or consequential losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Exide that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to this User Agreement.
- 5.2. You agree to hold Exide harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Website, any claim that Your material caused damage to a third party, Your violation of the User Agreement, or Your violation of any rights of another, including any intellectual property rights.

5.3. This clause shall survive the termination of this User Agreement.

6. **Geographical Limit**

6.1. Unless otherwise specified, the Services provided on the Website are solely available within the geographical boundaries of the Republic of India. Exide makes no representation that the material on the Website is appropriate or available for use in other countries other than Republic of India.

6.2. Users who choose to access the Website from other locations/countries other than India do so on their own initiative and Exide is not responsible for supply of products/refund for the products ordered from other locations/countries other than India and compliance with their local laws, if and to the extent applicable.

7. **Violation of the User Agreement**

7.1. Exide may, in its sole discretion and without prior notice, terminate Your access to the Website and block Your future access to the Website if it determines that You have violated this User Agreement, Privacy Policy or any additional terms. Exide shall have the sole discretion as to what constitutes a violation.

7.2. In the event that Exide takes any legal action against You as a result of Your violation of this User Agreement, Exide will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Exide.

7.3. Any violation by You of this User Agreement or any additional terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to Exide, for which monetary damages would be inadequate, and You consent to Exide obtaining any injunctive or equitable relief that Exide deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Exide may have at law or in equity.

8. **Termination**

8.1. In addition, Exide may, in its sole discretion, and without prior notice, terminate Your access to the Website, for cause, which includes, but is not limited to:

8.1.1. breaches any of the terms or conditions of the Agreement and/or other incorporated agreements and/or guidelines by You.

8.1.2. requests by law enforcement and/or other government agencies.

8.1.3. discontinuance and/or material modification to the Website and/ or service (or any part thereof).

8.1.4. unexpected technical and/or security issues and/or problems.

8.1.5. engagement by the User in fraudulent and/or illegal activities.

8.1.6. non-payment of any fees owed by You in connection with the use of Website and/ or Services.

8.1.7. provision of the Services is, in Exide's opinion, no longer commercially viable;

8.1.8. misrepresentation, default, misconduct or breach of Your obligations related to or under this User Agreement;

8.1.9. third party reports violation of any of its rights as a result of Your use of the Website and/or Services;

8.1.10. Exide is unable to verify or authenticate any information provide to Exide by You;

- 8.1.11. a request by You;
 - 8.1.12. Exide has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on Your part;
 - 8.1.13. Exide believes in its sole discretion that Your actions may cause legal liability for You, other Users or for Exide or are contrary to the interests of the Website and the Services; or
 - 8.1.14. for any other reason.
- 8.2. Termination of Your account includes, but is not limited to:
- 8.2.1. removal of access to all offerings within the service;
 - 8.2.2. deletion of Your password and all related information, files and content associated with or inside Your account (or any part thereof); and
 - 8.2.3. barring of further use of the Website and/ or service.
- 8.3. All terminations shall be made in Company's sole discretion and that Company shall not be liable to Your or any third party for any termination of Your account, any associated email address, or access to the Services. Any fees paid hereunder are non-refundable. All provisions of this User Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions and warranty disclaimers.
- 8.4. The User Agreement may also be terminated by You by (i) not accessing the Website; or (ii) closing Your accounts for all of the Services that You use, where Exide has made this option available to You.
- 8.5. All terminations shall be made by Exide in its sole discretion and that Exide shall not be liable to You or any third party for any termination of Your Account (and accompanying deletion of Your Account Information), or Your access to the Website and Services.
- 8.6. Notwithstanding the foregoing, this User Agreement will survive indefinitely unless and until Exide chooses to terminate them.
- 8.7. If You or Exide terminates Your use of the Website, Exide may delete any content or other materials relating to Your use of the Website and Exide will have no liability to You or any third party for doing so.
- 8.8. Exide may preserve content and membership information even after termination and may release any or all preserved content or membership information to governmental agencies, courts, or other third-parties if Exide believes, in its sole discretion, that You have or may have committed illegal activities, violated these terms of service, violated the rights of third-parties, impaired in any respect the ability of Exide to operate the Service properly, or endangered in any respect Exide or third-parties, or in the event that the information is subpoenaed or subject to other judicial or administrative process.
9. **Disclaimer**
- 9.1. By accessing and/or using the Website, You agree that you have read, understood and agree to be legally bound by the terms of this disclaimer, You agree that Your access to the Website is at Your sole risk and at Your free will.
- 9.2. The Website and all material therein contained are distributed and transmitted by Exide on

an “as in” and “as available” basis, without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. The products are under manufacturers' warranty and are only valid with proper bills. Exide only warrants the workmanship and absence of any material defects in the products.

- 9.3. Exide and its affiliates, associates and group companies, their respective directors, key managerial personnel, employees, officers, shareholders, agents, representatives, sub-contractors, consultants and third party providers:
 - 9.3.1. disclaim any and all express or implied representations, warranties and/or conditions of any kind, including but not limited to warranties of completeness, accuracy, reliability, suitability, fitness, merchantability, availability, quality, fitness for any purpose, non-infringement, compatibility and/or security;
 - 9.3.2. are not responsible or liable for any infection or contamination of Your system or device arising out of or in connection with Your use of the Website or any connected Website and do not warrant that the Website, the server(s) that make the Website available or any connected Websites are free from viruses, trojan horses, worms, software bombs or similar products or processes or other harmful components;
 - 9.3.3. are not responsible or liable for interruptions, delays, inaccuracies, errors, or omissions arising out of Your use of the Website or any connected Website or with respect to the material and user material thereon; and
 - 9.3.4. do not warrant that the Website, or any connected Website, linked microsites, any materials, third party content, services offered will be uninterrupted or error free or accurate or suit Your purpose.
- 9.4. Exide does not endorse or recommend any dealer registered or listed on the Website and any search results of the dealer displayed on the Websites should not be construed as and is not intended to be an endorsement or recommendation by Exide of any such particular dealer. Exide shall not be responsible or liable for any breach of service or service deficiency by any dealer. Exide cannot and does not assure nor guarantee the ability or intent of the dealer(s) to fulfil their obligations towards You. It is advisable that You to perform Your own investigation prior to selecting a dealer.
- 9.5. Without prejudicing the generality of any other provision of the User Agreement, Exide shall not be liable or responsible for: (i) any type of inconvenience suffered by You due to a failure on the part of the dealer to provide agreed services or to make himself/herself available at the appointed time, inappropriate treatment, or similar difficulties; (ii) any misconduct or inappropriate behaviour by the dealer or the dealer's staff; (iii) cancellation or rescheduling of booked appointment; (iv) any eventualities that might occur subsequent to using the services of a dealer, whom the User has selected or booked through the Website.
- 9.6. Every effort is made to keep the Website running smoothly. However, Exide takes no responsibility for, and will not be liable for, the Website being unavailable due to any reasons.
- 9.7. The entire risk as to the quality, accuracy, adequacy, completeness, fitness, correctness and validity of any material and use of and access to the Website or any connected Website rests solely with You.
10. **Force Majeure**

- 10.1. Exide and/or the dealers shall not be liable for any failure and/or delay on its part in performing any of its obligation under this Privacy Policy and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by You by reason there of if such failure and/or delay shall be result of or arising out of any Force Majeure Event.

11. **Report Abuse**

- 11.1. In the event You come across any abuse or violation of this User Agreement or if You become aware of any objectionable content on the Website, please report to Exide customer support/ Grievance officer

12. **User Reviews and Feedback**

- 12.1. Exide may at its sole discretion permit You to provide postings, review and feedback in relation to your experience with respect to using the Website and/or the Services and other related matters ("**User Generated Content**") and display the same on the Website. You agree and acknowledge that as a user of the Website and the Services, You agree to use prudent, careful and good judgment when providing such User Generated Content.
- 12.2. Although Exide may from time to time monitor or review the User Generated Content on the Website, You agree and acknowledge that Exide is under no obligation to do so and assumes no responsibility or liability arising from any such User Generated Content or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in such User Generated Content or such User Generated Content infringing any third party intellectual property rights. Exide will fully cooperate with any law enforcement authorities or court order requesting or directing Exide to disclose the identity of anyone posting any such User Generated Content.
- 12.3. In the event You post, publish or make available any User Generated Content on the Website in contravention of the terms hereof, then without prejudice to and without limiting or restricting any other right or remedy that Exide may have under the terms hereof or under law or in equity, Exide reserves the right to (a) terminate Your access to the Website and/or the Services; and/or (b) delete or remove the User Generated Content, in whole or in part, with or without cause and with or without notice, for any reason or no reason. Exide may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct.
- 12.4. Any feedback You provide to this Website shall be deemed to be non-confidential. Exide shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You represent and warrant that:
 - 12.4.1. Your feedback does not contain confidential or proprietary information of You or of third parties;
 - 12.4.2. Exide is not under any obligation of confidentiality, express or implied, with respect to the feedback;
 - 12.4.3. Exide may have something similar to the feedback already under consideration or in development; and
 - 12.4.4. You are not entitled to any compensation or reimbursement of any kind from Exide for the feedback under any circumstances.

13. **Communications**

13.1. You hereby expressly agree to receive communications by way of SMS, e-mails from Exide relating to services provided through the Website.

13.2. You can unsubscribe/ opt-out from receiving communications from Exide through SMS and e-mail anytime in terms of **Error! Reference source not found..**

14. **Governing Law and Jurisdiction**

14.1. This Privacy Policy shall, in all respects, be governed by and construed in all respects in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts in Kolkata in connection with any dispute arising out of or in connection with these terms.

14.2. This clause shall survive the termination of this User Agreement.

15. **Notice**

15.1. All notices of Exide will be served by email or by general notification on the Website. Any notice provided to Exide pursuant to the User Agreement should be sent to Exide customer support at grievance@innovationchallenge.exideindustries.com

16. **Assignment**

16.1. You cannot assign or otherwise transfer the User Agreement, or any rights granted hereunder to any third party. Exide's rights under the User Agreement are freely transferable by Exide to any third parties without the requirement of seeking Your consent.

17. **Severability**

17.1. If, for any reason, a court of competent jurisdiction finds any provision of the Term of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the User Agreement shall continue in full force and effect.

18. **Waiver**

18.1. Any failure by Exide to enforce or exercise any provision of the User Agreement, or any related right, shall not constitute a waiver by Exide of that provision or right.

19. **Amendment**

19.1. Exide may at any time amend these terms and conditions, at its sole discretion, without any prior intimation to anybody. Your continued use of this Website is conditioned on the terms and conditions stated at the time of Your use. You shall be responsible for reviewing and becoming familiar with any such modifications/amendments from time to time and shall be bound by the User Agreement as amended by Exide from time to time. Your use of the website and the Services is subject to the most current version of the User Agreement made available on the website at the time of such use. You are requested to regularly visit the home page www.Innovationchallenge.exideindustries.com to view the most current Terms of when Exide last modified the User Agreement. It shall be your responsibility to check the User Agreement periodically for changes. Exide may require you to provide Your consent to the updated User Agreement in a specified manner before prior to any further use of the

website and the Services is provided on the website. If no such separate consent is sought, your continued use of the website, following changes to the User Agreement, will constitute Your acceptance of those changes.

20. Miscellaneous

- 20.1. By accessing the Website, You have agreed to the terms set out in this Agreement. The Privacy Policy should be at all times read along with the Terms of Use of the Website.
- 20.2. Unless stated otherwise, this Privacy Policy applies to all information that Exide has about You and Your account.
- 20.3. By using this Website and the products, content and services provided on the Website, You agree and acknowledge that Your Personal Information collected through the Website may be transferred across national boundaries and stored and processed in any the country around the world. You also acknowledge that in certain countries or with respect to certain activities, the collection, transfer, storage, and processing of Your information may be undertaken by trusted third party vendors or agents of Exide such as, web hosting providers, communication services, and web analytic providers, to help facilitate Exide in providing certain functions.
- 20.4. You understand that Exide does not have any control on accuracy of information submitted by anybody on the Website and therefore agrees that Exide shall not be responsible for any loss, damage, cost, expenses etc. due to inaccuracy of any information submitted by You or anybody else on the Website.
- 20.5. If You choose to visit the Website, Your visit and any dispute over privacy is subject to this Agreement.
- 20.6. You are also under an obligation to use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged through the Website.
- 20.7. The rule of contractual construction known as the 'Contra Proferentum' rule shall not apply to this Agreement.

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