

## **Terms of Use-FIPI**

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of fipi.org.in website.

The domain name fipi.org.in (hereinafter referred to as "Website") is owned by Federation of Indian Petroleum Industry a Society registered under the Societies Registration Act 1860 with its registered office at PHD House, 3<sup>rd</sup> floor, 4/2 Siri Institutional Area, New Delhi - 110016, India (hereinafter referred to as "FIPI").

Your use of the Website and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If you transact on the Website, you shall be subject to the policies that are applicable to the Website for such transactions. By mere use of the Website, you shall be contracting with FIPI and these terms and conditions including the policies constitute your binding obligations, with FIPI.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a customer on the Website by providing Registration Data while registering on the Website using the computer systems. FIPI allows the User to surf the Website for registering on the Website.

"Customers" shall mean the persons who, from time to time, may purchase or avail of the services offered on FIPI's website by making payments using a valid Credit Card/Debit card/Prepaid Card/Net Banking Account and makes payment for the same using Payment Gateway platform on FIPI's Website.

When you use any of the services provided by FIPI through the Website, including but not limited to, registering for FIPI online, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. FIPI reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to you. It is your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the revisions. As long as you comply with these Terms of Use, FIPI grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by FIPI Policies (including but not limited to Privacy Policy available on /s/privacy policy) as amended from time to time.

### Eligibility

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the FIPI website and shall not transact on or use the website.

### Your Account and Registration Obligations

If you use the Website, you shall be responsible for maintaining the confidentiality of your Display Name and Password and you shall be responsible for all activities that occur under your Display Name and Password. You agree that if you provide any information that is untrue, inaccurate, not correct or incomplete or FIPI has reasonable grounds to suspect that such information is untrue, inaccurate, not correct or incomplete, or not in accordance with the this Terms of Use, FIPI shall have the right to indefinitely suspend or terminate or block your access to the Website.

### Communications

When you use the Website or send emails or other data, information or communication to FIPI, you agree and understand that you are communicating with FIPI through electronic records and you consent to receive communications via electronic records from FIPI periodically and as and when required. FIPI may communicate with you by email or by such other mode of communication, electronic or otherwise.

### Henceforward:

FIPI does not make any representation or Warranty as to specifics (such as quality, value, saleability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Website. FIPI does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Website. FIPI accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

Disclaimer: Pricing on any product(s) as is reflected on the Website may due to some technical issue or typographical error may be incorrectly reflected.

You release and indemnify FIPI and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, FIPI cannot take responsibility or control the information provided by others on the Website.

#### Use of Website:

1. You shall not use any "deep-link", "page-scrape", "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 any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. FIPI reserves its right to bar any such activity.

2. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

3. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by you, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Website.

4. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about FIPI or the brand name or domain name used by FIPI, or otherwise engage in any conduct or action that might tarnish the image or reputation, of FIPI on platform or otherwise tarnish or dilute FIPI's brand in any manner.

5. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

6. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to FIPI on or through the Website or any service offered on or through the Website. You may not

pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

7. You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of FIPI and / or others.

8. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding your use of FIPI's service and your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

9. Solely to enable FIPI to use the information you supply to FIPI, so that FIPI is not violating any rights you might have in your Information, you agree to grant FIPI a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your Information. FIPI will only use your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.

10. FIPI shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

## Privacy

FIPI view protection of your privacy as a very important principle. FIPI understands clearly that You and Your Personal Information is one of FIPI's most important assets. FIPI stores and processes your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. FIPI's current Privacy Policy is available at [privacy policy](#). If You object to your Information being transferred or used in this way please do not use Website.

FIPI and its affiliates will share / sell / transfer / license / convey some or all of your personal information with another business entity should FIPI (or FIPI's

assets) plan to merge with or are acquired by that business entity, or re-organization, amalgamation, restructuring of business or for any other reason whatsoever. Should such a transaction or situation occur, the other business entity or the new combined entity will be required to follow the privacy policy with respect to your personal information. Once you provide your information to FIPI, you provide such information to FIPI and its affiliates and FIPI and its affiliates may use such information to provide you various services with respect to your transaction whether such transaction are conducted on www.indane.co.in or with third party merchant's or third party merchant's website.

#### Disclaimer of Warranties and Liability

This Website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to you through this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, FIPI does not warrant that:

- a. This Website will be constantly available, or available at all; or
- b. The information on this Website is complete, true, accurate or non-misleading.

FIPI 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 Website. FIPI does not warrant that this site; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from FIPI are free of viruses or other harmful components.

Nothing on Website constitutes, or is meant to constitute, advice of any kind.

You may be required to enter a valid phone number while placing an order on the Website. By registering Your phone number with FIPI, you consent to be contacted by FIPI via phone calls and/or SMS notifications. FIPI will not use your personal information to initiate any promotional phone calls or SMS.

#### **Payment gateway facility for Customer:**

- a. You, as a Customer, understand that upon initiating a Transaction you are entering into a legally binding and enforceable contract with FIPI to purchase services from FIPI using the Payment gateway facility, and you shall pay the Transaction Price through your Issuing Bank to FIPI using Payment gateway facility.
- b. You, as a Customer, understand that the Payment gateway facility may not be available in full or in part for certain category of products and/or services and/or

Transactions as mentioned in the Policies and hence you may not be entitled to a refund in respect of the Transactions for those products and / or services.

- c. For electronics payments, refund shall be made through payment gateway facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).
- d. Refund shall be conditional and shall be with recourse available to FIPI in case of any misuse by customer.
- e. Refund shall be subject to customer complying with Policies

Further:

1. Payment gateway facility is merely used by the Customer to facilitate the completion of the Transaction. Use of the payment gateway facility shall not render FIPI liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the products and /or services listed on FIPI's Website.
2. You have specifically authorized FIPI or its service providers to collect, process, facilitate and remit payments and / or the Transaction Price electronically to and from other Users in respect of transactions through Payment gateway facility. Your relationship with FIPI is on a principal to principal basis and by accepting these Terms of Use you agree that FIPI is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed on FIPI's Website that are paid for by using the Payment gateway facility. FIPI does not guarantee the identity of any User nor does it ensure that a customer will complete a transaction.
3. You understand, accept and agree that the payment gateway facility provided by FIPI is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment, collection and remittance facility for the Transactions on the FIPI Website using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment gateway facility, FIPI is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.
4. FIPI reserves the right to impose limits on the number of Transactions or Transaction Price which FIPI may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an

individual Customer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

5. FIPI reserves the right to refuse to process Transactions by Customers with a prior history of questionable charges including without limitation breach of any agreements by Customer with FIPI or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
6. The Customer acknowledge that FIPI will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond control of FIPI.

Compliance with Laws:

7. Customer shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made thereunder, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Gateway Facility and FIPI Website.

Customer's arrangement with Issuing Bank:

8. All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Customer and the respective Issuing Bank and payment instrument issuing company.
9. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Customer and the respective Issuing Bank.

Indemnity

You shall indemnify and hold harmless FIPI, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other

Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

#### Applicable Law

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Delhi.

#### Trademark, Copyright and Restriction

This site is controlled and operated by FIPI. All material on this site, are protected by copyrights, trademarks, and other intellectual property rights. Material on Website is solely for your personal, non-commercial use. you must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

#### Product Description

FIPI does not warrant that Product description or other content of this Website is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

#### Limitation of Liability

In no event shall FIPI 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.