

Terms of Use-Petrotech-2016

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

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 petrotech.in website.

The domain name petrotech.in (hereinafter referred to as "Website") is owned by Indian Oil Corporation Limited a company incorporated under the Companies Act, 1956 with its registered office at G-9, Ali Yavar Jung Marg, Bandra (E), Mumbai - 400 051, India (hereinafter referred to as "PETROTECH-2016").

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 transaction. By mere use of the Website, You shall be contracting with PETROTECH-2016 and these terms and conditions including the policies constitute Your binding obligations, with PETROTECH-2016.

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 as Registered User using the computer systems. PETROTECH-2016 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 PETROTECH-2016'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 PETROTECH-2016's Website.

When You use any of the services provided by PETROTECH-2016 through the Website, including but not limited to, registering for petrotech 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. PETROTECH-2016 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, PETROTECH-2016 grant 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 PETROTECH-2016 Policies (including but not limited to Privacy Policy available on /s/privacy policy) as amended from time to time.

Membership 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 PETROTECH-2016 website and shall not transact on or use the website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. PETROTECH-2016 reserves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to PETROTECH-2016's notice or if it is discovered that you are under the age of 18 years.

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 PETROTECH-2016 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, PETROTECH-2016 shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website.

Communications

When You use the Website or send emails or other data, information or communication to PETROTECH-2016, You agree and understand that You are communicating with PETROTECH-2016 through electronic records and You consent to receive communications via electronic records from PETROTECH-2016 periodically and as and when required. PETROTECH-2016 may communicate with you by email or by such other mode of communication, electronic or otherwise.

Platform for Transaction and Communication

The Website is a platform that Users utilize to meet and interact with one another for their transactions. PETROTECH-2016 is not and cannot be a party to or control in any manner any transaction between the Website's Users.

Henceforward:

PETROTECH-2016 does not make any representation or Warranty as to specifics (such as quality, value, salability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Website. PETROTECH-2016 does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Website. PETROTECH-2016 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 PETROTECH-2016 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, PETROTECH-2016 cannot take responsibility or control the information provided by other customers which is made available on the Website.

Use of the Website

You agree, undertake and confirm that Your use of Website shall be strictly governed by the following binding principles:

You shall not host, display, upload, modify, publish, transmit, update or share any information which:

(a) belongs to another person and to which You does not have any right to;

(b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

(c) is misleading in any way;

(d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

(e) harasses or advocates harassment of another person;

(f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";

(g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

(h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];

(i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

(j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

(k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

(l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

(m) solicits gambling or engages in any gambling activity which PETROTECH-2016 in its sole discretion, believes is or could be construed as being illegal;

(n) interferes with another User's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;

(o) refers to any website or URL that, in PETROTECH-2016's sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

(p) harm minors in any way;

(q) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;

(r) violates any law for the time being in force;

(s) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(t) impersonate another person;

(u) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

(v) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

(w) shall not be false, inaccurate or misleading;

(x) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

(y) shall not create liability for PETROTECH-2016 or cause PETROTECH-2016 to lose (in whole or in part) the services of PETROTECH-2016's internet service provider ("ISPs") or other suppliers;

2. 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. PETROTECH-2016 reserves its right to bar any such activity.

3. 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.

4. 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.

5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about PETROTECH-2016 or the brand name or domain name used by PETROTECH-2016, or otherwise engage in any conduct or action that might tarnish the image or reputation, of PETROTECH-2016 on platform or otherwise tarnish or dilute any PETROTECH-2016's trade

or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by PETROTECH-2016. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or PETROTECH-2016's systems or networks.

6. 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.

7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to PETROTECH-2016 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.

8. 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 PETROTECH-2016 and / or others.

9. 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 PETROTECH-2016'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.

10. Solely to enable PETROTECH-2016 to use the information You supply to PETROTECH-2016, so that PETROTECH-2016 is not violating any rights You might have in Your Information, You agree to grant PETROTECH-2016 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. PETROTECH-2016 will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.

11. From time to time, You shall be responsible for providing information relating to the products or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Users in any manner.

12. You shall not engage in advertising to, or solicitation of, other Users of the Website to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website or related to us. You may not transmit any chain letters or

unsolicited commercial or junk email to other Users via the Website. It shall be a violation of these Terms of Use to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than PETROTECH-2016 without PETROTECH-2016's prior explicit consent. You understand that PETROTECH-2016 shall have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, PETROTECH-2016 can (and You hereby expressly authorize PETROTECH-2016 to) disclose any information about You to law enforcement or other government officials, as PETROTECH-2016 in its sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

PETROTECH-2016 reserves the right, but has no obligation, to monitor the materials posted on the Website. PETROTECH-2016 shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE.** Please be advised that such Content posted does not necessarily reflect PETROTECH-2016 views. In no event shall PETROTECH-2016 assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

13. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. PETROTECH-2016 shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

14. PETROTECH-2016 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

PETROTECH-2016 view protection of Your privacy as a very important principle. PETROTECH-2016 understands clearly that You and Your Personal Information is one of PETROTECH-2016's most important assets. PETROTECH-2016 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. PETROTECH-2016's current Privacy Policy is available at /s/privacy policy. If You object to Your Information being transferred or used in this way please do not use Website.

PETROTECH-2016 and its affiliates will share / sell / transfer / license / covey some or all of your personal information with another business entity should PETROTECH-2016 (or PETROTECH-2016'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 PETROTECH-2016, you provide such information to PETROTECH-2016 and its affiliates and PETROTECH-2016 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, PETROTECH-2016 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.

PETROTECH-2016 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. PETROTECH-2016 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 PETROTECH-2016 are free of viruses or other harmful components.

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

You will be required to enter a valid phone number while placing an order on the Website. By registering Your phone number with PETROTECH-2016, You consent to be contacted by PETROTECH-2016 via phone calls and/or SMS notifications, in case of any order or shipment or delivery related updates. PETROTECH-2016 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 PETROTECH-2016 to purchase services from PETROTECH-2016 using the Payment gateway facility, and you shall pay the Transaction Price through Your Issuing Bank to PETROTECH-2016 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 PETROTECH-2016 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 PETROTECH-2016 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 PETROTECH-2016's Website.
- 2. You have specifically authorized PETROTECH-2016 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 PETROTECH-2016 is on a principal to principal basis and by accepting these Terms of Use you agree that PETROTECH-2016 is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed on PETROTECH-2016's Website that are paid for by using the Payment gateway facility. PETROTECH-2016 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 PETROTECH-2016 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 PETROTECH-2016 Website using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment gateway facility, PETROTECH-2016 is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.
4. PETROTECH-2016 reserves the right to impose limits on the number of Transactions or Transaction Price which PETROTECH-2016 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. PETROTECH-2016 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 PETROTECH-2016 or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
6. The Customer acknowledge that PETROTECH-2016 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 PETROTECH-2016.

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 PETROTECH-2016 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 PETROTECH-2016, 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 Mumbai.

Trademark, Copyright and Restriction

This site is controlled and operated by PETROTECH-2016. 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

PETROTECH-2016 do 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 PETROTECH-2016 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.