

## Terms and Conditions of Use

### Introduction:

1. These terms and conditions shall govern the use of our website and our Group Companies /Subsidiaries across the Globe:
  - 1.1. By using/accessing our website, the visitor/User accepts these terms and conditions in totality without any reservation; if any person disagrees with any of the terms and conditions, he must not access/use/visit our website.
  - 1.2. If any person/User/Visitor [registers or access our website, submits any material to our website, or uses any of our website services], he voluntarily agrees to abide by these terms and conditions.
  - 1.3. A person must be at least 18 years of age to use our website; by using/visiting our website, the visitor warrants and represents to us that he/she is at least 18 years of age.
  - 1.4. Our website uses cookies by using/visiting our website, a person/visitor/user consent to use our cookies by the terms of our privacy and cookies policy.

### 2. License to Use the Website.

- 2.1. Except as expressly permitted by the provisions of these terms and conditions, any person/User/Visitor/any organization must not download any material from our website or save any such material to his/her computer or into any of the electronic media. Any Person is not entitled to take a printout of any material from our website until and unless permitted by us in writing.
- 2.2. Any Person/Organization/Visitor/User may use our website only as permitted expressly by us in writing and must not use our website for any other purposes, and will not engage in or support, directly or indirectly in the development of the design and specification of the product/services of Green Power International Pvt Ltd or its Group Companies/Associate Companies
- 2.3. Unless permitted expressly by us the relevant rights in the material, person/user/visitor/organization must not.
  - (a) Republish material from our website (including republication on another website).
  - (b) Sell, rent, or sub-license material from our website.
  - (c) Show any material from our website to the public.
  - (d) Exploit material from our website for a commercial purpose; or
  - (e) Redistribute material from our website.
- 2.4. We reserve the right to restrict access to our website at our discretion, a person must not circumvent, bypass, or attempt to circumvent or bypass any access restriction measures on

our website.

### **3. Acceptable Use**

#### **3.1. Any person/Visitor/User/Organization must not:**

- (a) Use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, or accessibility of the website.
- (b) Use our website in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- (c) Use our website to copy, store, host, transmit, send, use, publish, or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.
- (d) Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or about our website without our express written consent.
- (e) Access or otherwise interact with our website using any robot, spider, or other automated means[, except for [search engine indexing.
- (f) Violated the directives set out in the robots.txt file for our website.
- (g) Use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing, and direct mailing).
- (h) Any person/Visitor must not use data collected from our website to contact individuals, companies, our clients, or other persons or entities.

#### **3.2. A person must ensure that all the information you supply to us through or about our website is [true, accurate, current, complete, and non-misleading].**

### **4. Registration and Accounts**

- 4.1.** A person/Visitor may register for an account with our website by [completing and submitting the account registration form on our website and clicking on the verification link in the email that the website will send to you].
- 4.2.** You must not allow anyone using your account to access the website.
- 4.3.** You must notify us in writing immediately if you become aware of any unauthorized use of your account.
- 4.4.** You must not use any other person's account to access the website [unless you have that person's express permission to do so].

### **5. User Login Details**

- 5.1.** If you register for an account with our website, [we will provide you with] OR [you will be asked to choose] [a user ID and password].



Green Power International Pvt. Ltd.  
(An ISO 9001:2015 Certified Company)

**Corporate Office:**

E-12/A, Sector-63, Noida-201301, U.P.

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Fax No.: + 91-120-4655499

E-mail: gpil@greenpowerintl.com

Website: www.greenpowerintl.com

- 5.2. Your user ID must not be liable to mislead you must not use your account or user ID for or in connection with the impersonation of any person.
- 5.3. You must keep your password confidential.
- 5.4. You must notify us in writing immediately if you become aware of any disclosure of your password.
- 5.5. You are responsible for any activity on our website arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

## **6. Cancellation and Suspension of Account**

- 6.1. We may:
  - (a) Suspend your account
  - (b) Cancel your account and/or
  - (c) Edit your account details,at any time at our sole discretion without notice or explanation.
- 6.2. You may cancel your account on our website [using your account control panel on the website].

## **7. Your Content: License**

- 7.1. In these terms and conditions, "your content" means [all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software, and files) that you submit to us or our website.
- 7.2. You grant to us a [worldwide, irrevocable, non-exclusive, royalty-free license] to [use, reproduce, store, adapt, publish, translate, and distribute your content in any existing or future media] OR [reproduce, store, and publish your content on and about this website and any successor website] OR [reproduce, store and, with your specific consent, publish your content on and about this website].
- 7.3. You hereby waive all your rights in your content to the maximum extent permitted by applicable law, and you warrant and represent that all other rights in your content have been waived to the maximum extent permitted by applicable law.
- 7.4. You may edit your content to the extent permitted using the editing functionality made available on our website.
- 7.5. Without prejudice to our other rights under these terms and conditions, if any person/you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all your content.

## **8. Your content: Rules**



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- 8.1.** You warrant and represent that your content will comply with these terms and conditions.
- 8.2.** Your content must not be illegal or unlawful, must not infringe any person's legal rights or the applicable law of the country, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 8.3.** Your content, and the use of your content by us by these terms and conditions, must not:
- (a) Be libelous or maliciously false.
  - (b) Be obscene or indecent.
  - (c) Infringing any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right.
  - (d) Infringe any right of confidence, right of privacy, or right under data protection legislation.
  - (e) Constitute negligent advice or contain any negligent statement.
  - (f) Constitute an incitement to commit a crime[instructions for the commission of a crime or the promotion of criminal activity].
  - (g) Be in contempt of any court or breach of any court order across the Globe.
  - (h) Be in breach of racial or religious hatred or discrimination legislation.
  - (i) Be blasphemous.
  - (j) Be in breach of official secrets legislation.
  - (k) Be in breach of any contractual obligation owed to any person.
  - (l) Depict violence in an explicit, graphic, or gratuitous manner.
  - (m) Be pornographic, lewd, suggestive, or sexually explicit.
  - (n) Be untrue, false, inaccurate, or misleading.
  - (o) Consist of or contain any instructions, advice, or other information which may be acted upon and could, if acted upon, cause illness, injury, death, or any other loss or damage.
  - (p) Constitute spam.
  - (q) Be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory, or inflammatory.
  - (r) Cause annoyance, inconvenience, or needless anxiety to any person.

**9. Limited Warranties**

**9.1.** We do not warrant or represent:

- (a) The completeness or accuracy of the information published on our website.
- (b) That the material on the website is up to date or
- (c) That the website or any service on the website will remain available.

**9.2.** We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will



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not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

- 9.3.** To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website, and the use of our website.

## **10. Breaches of these Terms and Conditions**

- 10.1.** Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) Send you one or more formal warnings.
- (b) Temporarily suspend your access to our website.
- (c) Permanently prohibit you from accessing our website.
- (d) Block computers using your IP address from accessing our website.
- (e) Contact any or all your internet service providers and request that they block your access to our website.
- (f) Commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) Suspend or delete your account on our website.

- 10.2.** Where we suspend or prohibit or block any person/your access to our website, you must not take any action to circumvent such suspension or prohibition, or blocking (including without limitation [creating and/or using a different account]).

## **11. Variation**

- 11.1.** We may revise and make changes to our privacy policy and terms and conditions which are all part of the privacy policy, from time to time.

- 11.2.** We reserve the right to make changes to the Privacy Policy at any time and for any reason. Any changes or modifications will be effective immediately upon posting the updated Privacy Policy on the Site, and the person visiting/using our website waives the right to receive specific notice of each such change or modification. We shall alert you about those changes on our Web Site by updating the "Last Updated" date of this Privacy.

## **12. Assignment**

- 12.1.** You hereby agree that we may assign, transfer, sub-contract, or otherwise deal with our rights and/or obligations under these terms and conditions.

- 12.2.** You may not without our prior written consent assign, transfer, sub-contract, or otherwise deal with any of your rights and/or obligations under these terms and conditions.

### **13. Severability**

- 13.1.** If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 13.2.** If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **14. Third-party Rights**

- 14.1.** A contract under these terms and conditions is not intended to benefit or be enforceable by any third party.
- 14.2.** The exercise of the party's rights under a contract under these terms and conditions is not subject to the consent of any third party.

### **15. Entire Agreement**

- 15.1.** The terms and conditions [together with [our privacy and cookies shall constitute the entire agreement between you and us about your use of our website and shall supersede all previous agreements between you and us about your use of our website.

### **16. Law and Jurisdiction**

- 16.1.** These terms and conditions shall be governed by and construed by [Indian Law].
- 16.2.** Any disputes relating to these terms and conditions shall be subject to the jurisdiction of the courts of Delhi only.

### **17. Sharing of Information**

We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners, or other companies that we control and /or under our common control.

We disclose the information if legally required to do so, or at our discretion under a request from a governmental entity, or if we believe in good faith after considering your privacy interests and other factors -that such action is necessary to: (A) conform to legal requirements or comply with legal process. (B) protect our rights or property or our affiliated companies. (C) prevent crime or protect national security, or (D) protect the personal safety of users or the public. If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

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We may disclose and transfer such information to a third party who acquires any or all our units, whether such acquisition is by way of merger, consolidation, or purchase of all or a substantial portion of our assets.

## **17. Statutory and regulatory disclosures**

**17.1.** Our GST number is 07AABCG8829R1ZT in Delhi.

## **18. Our Details**

**18.1.** This website is owned and operated by Green Power International Pvt Ltd.

**18.2.** We are registered in Delhi as a Private Limited Company under the Companies Act, 1956 with the Registrar of Companies. Our Registration No is U74999DL2002PTC116541, and our Registered Office is at A-701, Hindon Apartments, 25, Vasundhara Enclave, Delhi -110096.

**18.3.** Our principal place of business is in Delhi.

**18.4.** Our Corporate Office is in Noida and our Full address is E-12A, Sector 63, Noida, UP - 201301.

**18.5.** You can contact us:

- (a) By post, using the postal address given above.
- (b) Through our website.
- (c) By telephone at the contact number published on our website from time to time.
- (d) By email, using the email address published on our website from time to time.