

PRIVACY POLICY

Last Updated: 6/8/2026

1. Introduction and Scope

This Privacy Policy ("**Policy**") describes the manner in which E3 Technologies Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at No 119 Doddathoguru, Electronic City Phase I, Electronic City, Bengaluru, Karnataka, 560100, India ("**E3**", "**We**", "**Us**", or "**Our**"), collects, processes, stores, discloses, retains and protects the digital personal data of individuals who access or use the website operated by E3 ("**Website**") or who submit a Waitlist Registration or a Pre-Booking through the Website ("**Data Principal**", "**You**", or "**Your**"). This Policy is published in accordance with the Digital Personal Data Protection Act, 2023 ("**DPDP Act**"), the Digital Personal Data Protection Rules, 2025 ("**DPDP Rules**") and the Information Technology Act, 2000, and forms an integral part of, and is to be read together with, the terms of service published on the Website ("**Terms of Service**").

The Website is maintained principally for the dissemination of information concerning the electric vehicles and associated products manufactured, marketed, and/or distributed by E3 (each, a "**Vehicle**") and for the receipt of expressions of interest and Pre-Bookings in respect thereof. Capitalised terms used but not defined in this Policy shall have the meaning ascribed to them in the Terms of Service. By accessing or using the Website, or by submitting a Waitlist Registration or a Pre-Booking, You acknowledge that You have read, understood, and expressly consented to this Policy.

2. Definitions

- "**Board**" means the Data Protection Board of India established under the DPDP Act.
- "**Dealer**" means an authorised dealer of E3 nominated by Us through whom the sale, invoicing, registration and delivery of a Vehicle is effected.
- "**Personal Data**" means any data about a Data Principal who is identifiable by or in relation to such data.
- "**Pre-Booking**" means the submission through the Website of a pre-booking in respect of a Vehicle, together with payment of the amount specified on the Website ("**Pre-Booking Amount**").
- "**Processing**" in relation to Personal Data, means a wholly or partly automated operation or set of operations performed on digital Personal Data, and includes operations such as collection, recording, organisation, structuring, storage, adaptation, retrieval, use, alignment or combination, indexing, sharing, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction.
- "**Waitlist Registration**" means a non-binding expression of interest registered through the Website without payment of consideration.

3. Categories of Personal Data, Purposes of Processing, and Lawful Basis

We collect and process only such Personal Data as is necessary for the purposes set out in this Policy. We may collect Personal Data that You furnish directly to Us when You submit a Waitlist Registration or a Pre-Booking, make an enquiry, or otherwise correspond with Us, as well as technical data generated automatically when You access or use the Website.

We process Personal Data only for lawful purposes and upon a lawful basis, being Your consent, the discharge of a legal obligation, or such certain legitimate uses as may be applicable and permitted under the

DPDP Act. The categories of Personal Data collected, the corresponding purposes of Processing, and the lawful basis for each, are set out in the table below.

Category of Personal Data	Purpose of Processing	Lawful Basis
Identity and contact data (name, email address, telephone number, city and postal code)	To register and administer a Waitlist Registration or a Pre-Booking; to verify Your identity; to communicate with You in respect thereof; and to enable completion of the sale by a Dealer.	Consent
Transaction data (Pre-Booking reference, amount, date, order particulars, and refund details)	To process, record, and administer a Pre-Booking and any refund; and to maintain books of account and statutory records.	Consent; and compliance with legal obligation
Payment data (payment instrument reference and transaction status, processed by a payment service provider)	To facilitate and confirm payment of the Pre-Booking Amount.	Consent
Communication data (queries, correspondence and grievances)	To respond to Your enquiries and to redress grievances.	Consent
Marketing preference data	To send product updates, launch announcements, early access invitations and promotional material, where You have opted to receive the same.	Consent
Technical and usage data (internet protocol address, device and browser type, and log and cookie data)	To operate, secure and maintain the Website; to prevent fraud and misuse; and to analyse and improve the Website.	Consent

We do not solicit, and You should not furnish, any Personal Data revealing information that is not required for the purposes set out herein. We collect the categories of Personal Data enumerated in this Clause.

You represent and warrant that all Personal Data furnished by You is true, complete, accurate, and current, and that You are entitled to furnish the same. Where You furnish Personal Data relating to any other natural person, You represent and warrant that You have obtained the consent of such person for the Processing of such Personal Data in accordance with this Policy.

We shall be entitled to rely upon the Personal Data furnished by You without independent verification, and We shall bear no liability or responsibility for any consequence arising from or in relation to Personal Data that is false, incomplete, inaccurate, or outdated.

4. Consent

Where Processing is founded upon Your consent, an itemised consent notice describing the Personal Data sought and the purpose of Processing is presented to You at the point of collection for seeking your consent through a clear affirmative action, and Processing is limited to the Personal Data necessary for the specified purpose.

You have the right to withdraw Your consent at any time, with effect prospectively, through the facility that may be provided on the Website or by writing to the Grievance Officer named in this Privacy Policy.

Upon withdrawal of consent, We shall, within a reasonable time, cease the Processing founded upon such consent, unless such Processing is required or authorised under applicable law.

You acknowledge that the withdrawal of consent may render Us unable to administer Your Waitlist Registration or Pre-Booking, to complete any transaction, or to provide any feature dependent upon such Processing, and that the consequences of such withdrawal shall be borne by You.

Withdrawal of consent shall not affect the lawfulness of Processing carried out prior to such withdrawal.

5. Personal Data of Children

The Website is intended solely for persons who are eighteen (18) years of age or older. We do not knowingly collect or process the Personal Data of any person below the age of eighteen (18) years ("**Child**"). We do not undertake any Processing that is likely to cause any detrimental effect on the well-being of a Child, and We do not undertake tracking, behavioural monitoring, or targeted advertising directed at a Child. If We become aware that We have collected the Personal Data of a Child otherwise than in accordance with applicable law, We shall delete such Personal Data without undue delay.

6. Disclosure and Sharing of Personal Data

We do not sell Personal Data. We may disclose Personal Data, on a need-to-know basis and to the extent necessary for the purposes set out in Clause 3, to: (a) a Dealer, for the purpose of completing the sale, invoicing, registration and delivery of a Vehicle; (b) payment service providers, for the purpose of processing payment of the Pre-Booking Amount; (c) data processors and service providers engaged by Us to perform functions on Our behalf, who are bound by obligations of confidentiality and data protection consistent with this Policy and applicable law; (d) Our holding, subsidiary and affiliate companies, for the purposes of manufacturing, marketing, distributing, and/or selling the Vehicles; and (e) any court, tribunal, regulatory, statutory or governmental authority, or any other person, where such disclosure is required or authorised under applicable law, or is necessary to enforce the Terms of Service, to protect Our rights, property or safety, or to prevent fraud or unlawful activity.

Where Personal Data is disclosed to a Dealer or to any other person who determines the purpose and means of its Processing, such person shall be independently responsible as a data fiduciary in respect of such Processing, and We shall bear no liability for any act or omission of such person.

7. Transfer of Personal Data Outside India

We may transfer Personal Data to, or process Personal Data in, a country or territory outside India, subject to and in accordance with the DPDP Act and any restriction notified by the Central Government in respect of such transfer. Where any such transfer is undertaken, We shall implement measures reasonably designed to ensure that the Personal Data continues to be protected in a manner consistent with this Policy.

8. Retention and Erasure of Personal Data

We retain Personal Data only for so long as is necessary for the purpose for which it was collected, or for such longer period as may be required or authorised for retention under applicable law, including for the purpose of complying with any legal, regulatory, tax, accounting or reporting obligation.

Upon the withdrawal of consent by the Data Principal, or where the purpose for which the Personal Data was collected is no longer being served and its retention is not necessary for compliance with any law, whichever is earlier, We shall erase such Personal Data, and cause any data processor engaged by Us to erase it, unless such retention is required under applicable law.

9. Security Safeguards

We implement reasonable security safeguards designed to protect Personal Data against personal data breach, in the manner contemplated under the DPDP Rules. Such safeguards may include measures such as encryption, obfuscation, masking or the use of virtual tokens; access control; measures to detect unauthorised access and to enable investigation and remediation; logging and monitoring; and periodic review of such measures, together with reasonable contractual measures in respect of data processors engaged by Us.

Notwithstanding the foregoing, no method of transmission over the internet or of electronic storage is entirely secure, and We do not warrant absolute security, safety, integrity, and confidentiality of Personal Data. You are responsible for maintaining the security, integrity, and confidentiality of any credentials associated with Your access to the Website, and We shall not be liable or responsible for any and all unauthorised access to or disclosure of Personal Data arising from any act or omission attributable to You, including the use of a weak credential or the disclosure of a credential to any other person.

10. Rights of Data Principals

Subject to and in accordance with the DPDP Act, You have the following rights in respect of Your Personal Data:

- the right to obtain a summary of the Personal Data being processed and of the Processing activities undertaken, together with the identities of other data fiduciaries and processors with whom the Personal Data has been shared and a description of the Personal Data so shared;
- the right to correction, completion, and updating of Your Personal Data;
- the right to erasure of Your Personal Data, unless its retention is necessary for the specified purpose or for compliance with applicable law (*as further explained in this Privacy Policy*);
- the right to nominate another individual to exercise Your rights under the DPDP Act in the event of Your death or incapacity; and
- the right of grievance redressal as set out in Clause 14.

These rights may be subject to such conditions and exceptions as are prescribed under applicable law.

11. Exercise of Rights by Data Principals

You may exercise Your rights, or give or withdraw consent, by submitting a request to the Grievance Officer named in Clause 14 through the particulars published on the Website, or through any means published by Us for that purpose (including through the facility that may be provided on the Website).

In order to enable Us to act upon Your request, You shall furnish such particulars as are reasonably necessary to verify Your identity and to identify the Personal Data or Processing to which the request relates. We shall act upon a valid and verifiable request within the timelines prescribed under applicable law.

You shall perform Your duties under the DPDP Act, including the duty not to furnish any false particulars, not to impersonate another person, and not to suppress any material information; and You acknowledge that the making of a false or frivolous complaint may attract the consequences prescribed under applicable law.

12. Cookies and Similar Technologies

The Website may use cookies and similar technologies to operate and secure the Website, to remember Your preferences, to analyse traffic and usage patterns, and, where You have consented, to deliver tailored

content. You may manage or disable non-essential cookies through Your browser settings or through any consent mechanism provided on the Website. Disabling cookies may impair the functionality or availability of certain features of the Website.

13. Personal Data Breach and Cybersecurity Incident

On becoming aware of any personal data breach, We shall intimate each affected Data Principal, in a concise, clear and plain manner and without delay, through the Data Principal's user account or any mode of communication registered by the Data Principal with Us, of: (a) a description of the breach, including its nature, extent and the timing of its occurrence; (b) the consequences relevant to the Data Principal that are likely to arise from the breach; (c) the measures implemented and being implemented by Us, if any, to mitigate risk; (d) the safety measures that the Data Principal may take to protect her interests; and (e) the business contact information of a person able to respond on Our behalf to queries of the Data Principal.

On becoming aware of any personal data breach, We shall also intimate the Board: (a) without delay, of a description of the breach, including its nature, extent, timing and location of occurrence and the likely impact; and (b) within seventy-two (72) hours of becoming aware of the breach, or within such longer period as the Board may allow on a written request in that behalf, of (i) updated and detailed information in respect of such description; (ii) the broad facts related to the events, circumstances and reasons leading to the breach; (iii) the measures implemented or proposed, if any, to mitigate risk; (iv) the findings regarding the person who caused the breach; (v) the remedial measures taken to prevent recurrence of such breach; and (vi) a report regarding the intimations given to affected Data Principals.

Where any breach constitutes a cyber security incident, We shall additionally report the same to the Indian Computer Emergency Response Team (CERT-In) within the timelines and in the manner prescribed under the Information Technology Act, 2000 and the directions issued thereunder, and to such other authority as may be required under applicable law.

We shall not be liable for any personal data breach to the extent that it arises from any act, omission, negligence or default attributable to You or to any third party not engaged by Us, or from any event beyond Our reasonable control.

14. Grievance Redressal and Recourse to the Board

If You have any grievance in relation to the Processing of Your Personal Data or the exercise of Your rights, You may contact Our grievance officer, whose particulars are set out below. We shall acknowledge and respond to Your grievance within the timelines prescribed under applicable law.

Name of Grievance Officer: Gowtham Sundaramoorthy

Designation: Senior Manager

Email: gowtham@e3electric.ai

Address: No 119 Doddathoguru, Electronic City Phase I, Electronic City, Bengaluru, Karnataka, 560100, India

Where You have first made a complaint to Our grievance officer and the response is not received within a reasonable time period as prescribed under applicable law, or is not satisfactory to You, You may make a complaint to the Board in the manner prescribed under the DPDP Act and the DPDP Rules.

15. Availability in Other Languages

This Policy is published in the English language and, where required under applicable law, shall be made available in such other language as is specified in the Eighth Schedule to the Constitution of India.

16. Changes to this Policy

We reserve the right to amend, vary, supplement or replace this Policy at any time at Our sole discretion, whether by reason of a change in Our practices or in applicable law or otherwise. Any such amendment shall take effect upon publication of the revised Policy on the Website, and the date of the most recent revision shall be indicated at the head of this Policy. It is Your responsibility to review this Policy periodically. Your continued access to or use of the Website following any such publication shall constitute Your express acceptance of and consent to the revised Policy.

17. Governing Law

This Policy shall be governed by and construed in accordance with the laws of India, and any matter arising out of or in connection with this Policy shall be subject to the dispute resolution and jurisdiction provisions set out in the Terms of Service.