

TERMS OF SERVICE

Last Updated: August 07, 2026

1. Introduction and Acceptance

These Terms of Service ("**Terms**") constitute a legally binding and enforceable agreement between E3 Technologies Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office address at No 119 Doddathoguru, Electronic City Phase I, Electronic City, Bengaluru, Karnataka, 560100, India ("**E3**", "**Company**", "**We**", "**Us**" or "**Our**"), and any person who accesses, browses, registers upon or otherwise uses the website operated by E3 ("**Website**") or who submits a Pre-Booking or a Waitlist Registration through the Website ("**You**" or "**Your**"). The Website is maintained principally for the dissemination of information concerning the electric vehicles and associated products manufactured, marketed or distributed by E3 (each a "**Vehicle**") and for the receipt of expressions of interest and Pre-Bookings in respect thereof.

By accessing or using the Website, or by submitting a Pre-Booking or a Waitlist Registration, You signify Your unconditional acceptance of these Terms and Your agreement to be bound by them. These Terms constitute an electronic record within the meaning of the Information Technology Act, 2000 and the rules framed thereunder, and do not require any physical or digital signature to be binding. If You do not accept these Terms in their entirety, You must forthwith cease all use of the Website.

These Terms are to be read together with Our privacy policy published on the Website ("**Privacy Policy**"), which is incorporated herein by reference. In the event of any inconsistency between these Terms and the Privacy Policy, the Privacy Policy shall prevail solely to the extent of conflict and in relation to the subject matter thereof.

2. Eligibility

You represent and warrant that You are eighteen (18) years of age or older, that You are competent to contract within the meaning of the Indian Contract Act, 1872, that You are a resident of India, and that You are not otherwise disqualified or prohibited from entering into these Terms under any applicable law. Where You access the Website or submit a Pre-Booking on behalf of any body corporate or other legal entity, You further represent and warrant that You are duly authorised to bind such entity, and references to "You" shall be construed accordingly. We reserve the right, at Our sole discretion and without assigning any reason, to decline, suspend or terminate access to the Website or to any Pre-Booking where We have reason to believe that the foregoing representations are, have become, or may become untrue.

3. Nature of the Website and Informational Content

All content published on the Website, including, without limitation, specifications, ranges, performance figures, features, colours, dimensions, indicative pricing, delivery estimates, imagery, renderings and product descriptions (collectively, "**Content**"), is provided for general informational purposes only and is indicative in nature. The Content does not constitute an offer, a warranty, a representation, or a commitment of any nature whatsoever on Our part, and shall not form part of any contract of sale. All Content is subject to change, revision, correction or withdrawal by Us at any time and without prior notice.

Actual product characteristics may differ from those depicted or described on the Website by reason of continuing product development, regulatory requirements, homologation outcomes, component availability, manufacturing tolerances or variations in materials or finishes. Images and renderings are illustrative and may depict accessories, optional equipment, prototypes, or pre-production units that are not included in any Vehicle offered for sale. We do not warrant that the Content is complete, accurate, current or error-free, and We expressly disclaim any liability arising from reliance placed by You upon the Content.

4. Waitlist Registration

The Website may permit You to register an expression of interest in a Vehicle without payment of any consideration ("**Waitlist Registration**"). A Waitlist Registration is a non-binding indication of interest only and may be made available by Us at our sole discretion. It does not constitute a purchase, a booking, a reservation, an allotment, an offer or an acceptance, and it confers upon You no contractual right, priority, preference or entitlement of any nature in respect of any Vehicle, whether as to availability, allocation, sequence, pricing or delivery.

The grant of early access, invitations, allocation sequence and phasing of any release shall be determined by Us at Our sole and absolute discretion. We may modify, suspend, restructure or discontinue any Waitlist Registration programme at any time, in whole or in part, without notice and without liability of any nature to You.

5. Pre-Booking

Where the Website may invite the submission of a pre-booking in respect of a Vehicle ("**Pre-Booking**"), Your submission of a Pre-Booking, together with payment of the amount specified on the Website (if any) at the time of such submission ("**Pre-Booking Amount**"), constitutes an offer by You to purchase a Vehicle upon the terms notified by Us. A Pre-Booking does not create a concluded contract of sale, and no such contract shall come into existence unless and until the transaction is separately confirmed and documented in accordance with Clause 6.

We reserve the right, at Our sole discretion and without assigning any reason, to accept, decline, defer or cancel any Pre-Booking, in whole or in part, including on grounds of non-availability, discontinuation of a variant or model, error in pricing or specification, suspected fraud, non-compliance with these Terms, or any regulatory or operational constraint. Where a Pre-Booking is cancelled by Us, Our sole liability shall be limited to refund of the Pre-Booking Amount actually received and realised by Us, and We shall have no further obligation or liability whatsoever.

The Pre-Booking Amount is a non-interest-bearing amount. Save and except where a Pre-Booking is cancelled by Us pursuant to the preceding paragraph, the Pre-Booking Amount is non-refundable and non-transferable, and shall stand forfeited upon cancellation or withdrawal by You, upon Your failure to complete the purchase within the timelines notified by Us, or upon Your breach of these Terms. A Pre-Booking is personal to You and shall not be assigned, transferred, sold or otherwise dealt with in favour of any third party without Our prior written consent.

Where the Pre-Booking Amount is adjusted against the purchase consideration for a Vehicle, such adjustment shall be effected in the manner notified by Us at the relevant time.

Each Waitlist Registration and each Pre-Booking shall be submitted in Your own name and for Your own use, and You shall not submit more than one Waitlist Registration or more than one Pre-Booking, whether directly or through any other person, and whether under Your own name, under any fictitious, assumed or impersonated identity, or through any duplicate, alternate or automated account. You shall not offer, advertise, sell, resell, auction, barter, assign or otherwise trade or attempt to trade any Waitlist Registration, Pre-Booking, allocation, delivery slot or position in any sequence, or any right or expectancy in respect thereof. Upon actual or suspected breach of this paragraph, We may, at Our sole discretion and without notice or liability, cancel any or all of the Waitlist Registrations and Pre-Bookings concerned, and the Pre-Booking Amount in respect of each Pre-Booking so cancelled shall stand forfeited to Us, this being without prejudice to any other right or remedy available to Us.

6. Sale Through Authorised Dealers

You acknowledge and agree that the sale, invoicing, registration and delivery of a Vehicle is effected by an authorised dealer of E3 nominated by Us ("**Dealer**"), and not by E3. In receiving a Pre-Booking Amount, We act solely as a facilitator for the purpose of promoting the sale of the Vehicle between You and the Dealer. The contract of sale in respect of the Vehicle shall be concluded exclusively between You and the Dealer, and shall be governed by the terms of sale of such Dealer.

The prices displayed on the Website are indicative ex-showroom prices only and are exclusive of registration charges, road tax, insurance premia, handling charges, accessories, extended warranty, logistics charges and any other levy or charge, all of which shall be payable by You directly to the Dealer. All prices are subject to revision, and the price applicable to any Vehicle shall be the price prevailing on the date of invoicing by the Dealer. The balance of the sale consideration shall be paid by You directly to the Dealer.

We shall not be responsible or liable for any act, omission, delay, deficiency in service, representation, assurance or commitment of any Dealer, nor for the condition, delivery, registration, insurance, servicing or warranty administration of any Vehicle, all of which shall be the exclusive responsibility of the Dealer or such other third party as may be applicable.

7. Payments

All payments made through the Website may be processed by third-party payment service providers, and Your use of such payment channels is subject to the terms and conditions of the relevant provider and of Your issuing bank or financial institution. While reasonable security measures are deployed, We assume no liability for any interception, hacking, unauthorised access, technical failure, network error or fraud occurring in the course of transmission of Your financial information, or for any failure or delay in the receipt or realisation of any payment arising from any payment gateway or banking network issue.

Where You avail of any financing, leasing, insurance or exchange facility in connection with a Vehicle, such arrangement shall subsist solely between You and the relevant financial institution, insurer or service provider. We may facilitate an introduction or referral, but We exercise no control over, and accept no responsibility for, the approval, rejection, pricing, terms, servicing or performance of any such arrangement.

8. Your Information and Data Protection

You shall furnish such information as We may reasonably require for the purpose of processing a Waitlist Registration or a Pre-Booking, verifying Your identity, or complying with any statutory or regulatory obligation. You represent and warrant that all information furnished by You are and shall remain true, complete, accurate and current, and You shall promptly notify Us of any change therein. We shall be entitled to rely upon such information without independent verification, and We shall bear no liability for any consequence arising from information that is false, incomplete, inaccurate or outdated.

The collection, storage, processing, use, transfer and disclosure of personal data by Us shall be undertaken in accordance with the Privacy Policy and the Digital Personal Data Protection Act, 2023 and the rules framed thereunder.

By submitting a Waitlist Registration or a Pre-Booking, You expressly consent to receive communications from Us and from Our Dealers, whether by electronic mail, short messaging service, telephone, instant messaging or any other medium, relating to product updates, launch announcements, early access invitations, service communications and promotional or marketing material. You may withdraw consent to promotional communications through the unsubscribe facility that may be provided by Us, without prejudice to Our right to send communications of a transactional or statutory nature.

9. Permitted Use and Prohibited Conduct

We grant You a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Website for Your personal and non-commercial purposes, strictly in accordance with these Terms.

You shall not: (a) use the Website for any unlawful, fraudulent or unauthorised purpose; (b) submit any false, misleading or impersonating information, or effect any Pre-Booking on behalf of another person without authority; (c) copy, reproduce, scrape, crawl, index, mine, republish, distribute or create derivative works from the Website or the Content; (d) introduce any virus, malicious code, trojan or other harmful

component, or attempt to gain unauthorised access to the Website or to any system, server or network connected thereto; (e) interfere with, disrupt, overload or impair the operation, security or integrity of the Website; (f) circumvent any authentication, access-control, rate-limiting or security measure; (g) use the Website in a manner that infringes any intellectual property right or other right of E3 or of any third party; and (h) use, or permit any third party to use, the Website or the Content, in whole or in part, to train, fine-tune, benchmark, evaluate, validate or otherwise develop any artificial intelligence, machine learning, large language or generative model, dataset or system, or deploy any bot, spider, crawler, scraper, automated agent or other automated means to access, extract, index, collect, aggregate or reproduce the Website or the Content.

We reserve the right, without notice and without liability, to suspend or terminate Your access to the Website and to cancel any Waitlist Registration or Pre-Booking submitted by You, upon actual or suspected breach of this Clause 9.

10. Intellectual Property

All right, title and interest in and to the Website and the Content, including, without limitation, all trade marks, service marks, trade names, trade secrets, logos, designs, copyrights, patents, know-how, software, source code, databases, layouts and other intellectual property subsisting therein, vest solely and exclusively in E3 or in its licensors, as the case may be. Nothing in these Terms shall be construed as conferring upon You any licence or right in respect thereof, whether by implication, estoppel or otherwise, save and except the limited right of access expressly granted under Clause 9.

Where You submit to Us any suggestion, feedback, idea, review, comment or other material in relation to the Website or to any Vehicle ("**Submission**"), You hereby perpetually, irrevocably, and on a worldwide basis assign all rights, interest, and title in and to such Submission, upon creation, to Us. You shall not claim any rights or ownership over such Submission and execute all documents as required by Us to perfect ownership therein.

You represent and warrant that each Submission is Your own original work, that You possess all rights necessary to make the assignment contemplated in the preceding paragraph, and that no Submission is unlawful, defamatory, obscene, misleading, or infringing of the intellectual property, privacy, publicity or other right of any third party.

We are under no obligation to review, monitor, publish, display, retain or respond to any Submission, and We reserve the right, at Our sole discretion and without notice, assigning of reason, or liability, to decline to publish, to edit, to redact, to remove or to disable access to any Submission, in whole or in part.

11. Third-Party Links and Services

The Website may contain links to, or interoperate with, websites, applications, platforms or services operated by third parties. Such links and integrations are provided for convenience only and do not constitute any endorsement, sponsorship, verification or assumption of responsibility by Us. We exercise no control over the content, availability, security or practices of any third party, and We shall bear no liability or responsibility in respect of Your access to or use of the same, which shall be entirely at Your own risk and subject to the terms of the relevant third party.

12. Disclaimer of Warranties

The Website and the Content are provided on an "as is" and "as available" basis, without warranty or condition of any kind, whether express, implied or statutory, including without limitation any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, security, uninterrupted availability or freedom from error, virus or other harmful component, all of which are hereby disclaimed to the fullest extent permitted by applicable law.

We do not warrant that the Website will be available at all times, that access will be uninterrupted, timely or secure, or that any defect will be corrected. We reserve the right, at Our sole discretion and without notice or liability, to modify, suspend, restrict or discontinue the Website or any part, feature or functionality thereof, whether temporarily or permanently. Any warranty in respect of a Vehicle shall be governed exclusively by the separate written warranty terms issued in respect thereof, and no warranty in respect of any Vehicle is created by, or may be inferred from, the Website or these Terms.

13. Limitation of Liability

In no event shall E3 and its affiliate companies and their respective directors, officers, employees, agents, contractors, and authorized agents, be liable for any indirect, incidental, special, punitive, exemplary or consequential loss or damage, or for any loss of profit, revenue, business, opportunity, goodwill, anticipated saving, data or reputation, arising out of or in connection with the Website, the Content, any Waitlist Registration, any Pre-Booking, any Vehicle, or these Terms, whether founded in contract, tort, negligence, strict liability, statute or otherwise, even if We have been advised of the possibility of such loss or damage.

Our total, cumulative liability arising out of or in connection with these Terms, howsoever arising, shall in no event exceed the Pre-Booking Amount actually received and realised by Us from You, and where no Pre-Booking Amount has been so received, our total, cumulative liability shall, to the maximum extent permitted by applicable law, be nil. The limitations and exclusions in this Clause 13 shall survive.

14. Indemnity

You shall defend, indemnify and hold harmless E3 and its affiliate companies and their respective directors, officers, employees, authorized agents, and contractors, from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, penalties, costs and expenses, including reasonable legal fees, arising out of or in connection with (a) Your use of or access to the Website; (b) Your breach of these Terms or of the Privacy Policy; (c) any breach of a representation or warranty made by You herein; (d) any violation by You of applicable law or of the rights of any third party; (e) infringement of intellectual property or proprietary rights of any party, including E3; or (f) any information or Submission furnished by You. This indemnity shall survive termination of these Terms.

15. Force Majeure

We shall not be liable for any delay in, or failure of, performance of any obligation under these Terms where such delay or failure arises from any cause beyond Our reasonable control, including, without limitation, act of God, natural disaster, fire, flood, epidemic, pandemic, war, hostility, terrorism, civil commotion, strike, lockout, labour disturbance, shortage or disruption of raw materials, components, energy or transportation, failure of telecommunication or internet infrastructure, cyber-attack, or any act, order, restriction, sanction or direction of any governmental, regulatory or statutory authority.

16. Amendment

We reserve the right to amend, vary, supplement or replace these Terms at any time at Our sole discretion. Any such amendment shall take effect upon publication of the revised Terms on the Website, and the date of the most recent revision shall be indicated at the head of these Terms. It is Your responsibility to review these Terms periodically. Your continued access to or use of the Website following any such publication shall constitute Your acceptance of the revised Terms.

17. Termination

We may, at Our sole discretion and at any time, with or without cause and without prior notice, terminate these Terms or suspend, restrict or withdraw Your access to the Website, in whole or in part, and cancel any Waitlist Registration or Pre-Booking submitted by You, without any liability of any nature to You.

18. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of India.

Any dispute, difference or claim arising out of or in connection with these Terms, including any question as to their existence, validity, breach or termination ("**Dispute**"), shall in the first instance be attempted to be resolved mutually and amicably by the parties through good faith discussions within a period of thirty (30) days from the date on which written notice of the Dispute is given by one party to the other party.

Any Dispute not so resolved shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, before a sole arbitrator mutually appointed by both parties in writing. The seat and venue of arbitration shall be Bengaluru, Karnataka, and the proceedings shall be conducted in the English language. The arbitral award shall be final, conclusive, and binding upon the parties.

Subject to the foregoing, the competent courts at Bengaluru, Karnataka shall have exclusive jurisdiction over any and all Disputes.

Nothing in this Clause 18 shall preclude Us from seeking interim, injunctive or other equitable relief before any court of competent jurisdiction.

19. General

These Terms, together with the Privacy Policy, constitute the entire agreement between the parties in respect of the subject matter hereof and supersede all prior understandings, representations and communications, whether oral or written. If any provision of these Terms is held to be invalid, illegal or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect. No failure or delay by Us in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise shall preclude any further exercise. We have the right to assign, delegate, novate, or otherwise transfer Our rights and obligations under these Terms, in whole or in part, to any third-party without requiring Your consent. However, You shall not assign, delegate, novate, or otherwise transfer Your rights and obligations under these Terms without the prior written consent of E3. Nothing in these Terms shall be construed as creating any partnership, joint venture, agency, employment or fiduciary relationship between the parties. Any provision which by its nature is intended to survive termination shall so survive.

Any notice or communication to be given by Us to You under these Terms may be served by electronic mail to the address furnished by You, by short messaging service or instant message to the mobile number so furnished, or by publication on the Website, and shall be deemed to have been duly received by You upon transmission by Us or upon such publication, as the case may be.

Any notice to be given by You to Us shall be effective only if in writing and delivered by hand, by registered post, by recognised courier, or by electronic mail, to E3 Technologies Private Limited at No 119 Doddathoguru, Electronic City Phase I, Electronic City, Bengaluru, Karnataka, 560100, India or reachus@e3electric.ai, and shall be deemed received only upon actual receipt by Us.

20. Grievance Redressal

In compliance with the Information Technology Act, 2000 and the rules framed thereunder, and with the Consumer Protection (E-Commerce) Rules, 2020, any grievance in relation to the Website or to these Terms may be addressed to the grievance officer whose name and contact particulars are published on the Website and as reiterated below. Any such grievance shall be acknowledged and endeavoured to be resolved within a reasonable time period in accordance with applicable law.

Name of Grievance Officer: Gowtham Sundaramoorthi

Email: gowtham@e3electric.ai

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