

TERMS AND CONDITIONS

These terms and conditions (“**Terms**”) govern the use of services made available on or through the Raksha Kavatch Mobile Application (collectively, the “**Platform**”, and together with the services made available on or through the Platform, the “**Services**”). These Terms also include any guidelines, additional, or supplemental terms, policies, and disclaimers made available or issued by us from time to time (“**Supplemental Terms**”). The Supplemental Terms forms an integral part of these Terms. In the event of a conflict between these Terms and the Supplemental Terms with respect to applicable Services, the Supplemental Terms will prevail.

The Terms constitute a binding and enforceable legal contract between Apollo Tyres Foundation, having its registered office at Plot No. 7, Institutional Area Sector-32 Gurugram, Haryana – 122001, India along with its affiliates (hereinafter referred to as “**Apollo**”, “**We**”, “**Us**”, or “**Our**”), and user of the Services (“**You**”). By using the Services, You represent and warrant that You have full legal capacity and authority to agree to and bind Yourself to these Terms. If You represent any other person, You confirm and represent that You have the necessary power and authority to such person to these Terms.

By using the Services, You agree that You have read, understood, and are bound by, these Terms, as amended from time to time, and that You will comply the requirements listed here. These Terms expressly supersede any prior written agreements with You. If You do not agree to these Terms, or comply with requirements listed here, please do not use the Services and *Uninstall the application*.

1. SERVICES:

- (a) The Services include the provision of the Platform that enables You to avail online medical consultation and healthcare services. (“**Service**”).
- (b) The Platform is for Your personal and non-commercial use only, unless otherwise agreed upon in accordance with the terms of a separate agreement. Please note that the Platform is intended for use only within India. You agree that in the event You avail the Services from a legal jurisdiction other than the territory of India, You will be deemed to have accepted the Apollo terms and conditions applicable to that jurisdiction.
- (c) The Services are made available under various brands owned by or otherwise licensed to Apollo and its affiliates.

2. ACCOUNT CREATION

- (a) For rendering the Services, You will be required to create an account on the Platform (“**Account**”). For this Account, You may be required to furnish certain details, including but not limited to Your phone number, email address, address etc. To create an Account, You must be a part of trucker’s community.
- (b) You warrant that all information furnished in connection with Your Account is and shall remain accurate and true. You agree to promptly update us in the event of any change to or modification of this information.
- (c) You are solely responsible for maintaining the security and confidentiality of Your Account and agree to immediately notify us of any disclosure or unauthorised use of Your Account or any other breach of security with respect to Your Account.

- (d) You are liable and accountable for all activities that take place through Your Account, including activities performed by persons other than You. We shall not be liable for any unauthorised access to Your Account.

3. PRIVACY

Please review our Privacy Notice, which also governs Your visit to the Platform to understand our practices. The personal information / data provided to us by You during the course of usage of the Platform will be treated as strictly confidential and in accordance with the Privacy Notice and applicable laws and regulations. If You object to Your information being transferred or used, please do not use the website.

4. ACCESS TO THE PLATFORM

We will do our utmost to ensure that availability of the application and/or website as the case maybe will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, Your access to the application and/or website as the case maybe may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

5. LICENCE FOR PLATFORM ACCESS

- (a) Subject to Your compliance with these Terms and Conditions and payment of applicable fees, if any, Apollo grants You a limited licence to access and make personal use of the Platform, but not to download or modify it, or any portion of it.
- (b) This licence does not include any resale or commercial use of the Platform or its contents; any downloading or copying of account information for the benefit of another seller; or any use of data mining, robots, or similar data gathering and extraction tools.
- (c) The Platform or any portion of the Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose.
- (d) You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Apollo and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilising Apollo or its affiliates' names or trademarks without the express written consent of Apollo or its affiliates, as applicable. Any unauthorised use terminates the permission or license granted by Apollo and / or its affiliates, as applicable.

6. YOUR RESPONSIBILITIES

- (a) You represent and warrant that all information that You provide in relation to the Services is complete, true, and correct on the date of agreeing to these Terms and shall continue to be complete, true, and correct while You avail the Services. Should any information that You provide change during the existence of these Terms, You undertake to immediately bring such change to our notice. We do not accept responsibility or liability for any loss or damage that You may suffer or incur if any information, documentation, material, or data, provided to avail the Services is incorrect, incomplete, inaccurate, or misleading or if You fail to disclose any material fact.

- (b) You shall extend all cooperation to us in our defence of any proceedings that may be initiated against us due to a breach of Your obligations or covenant under these Terms and other terms and conditions applicable in providing the Services.
- (c) You shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, You shall not:
 - infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of any party;
 - except as may be provided hereunder, copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate, create any derivative works from or license the Services;
 - use the Services to transmit any data, or send or upload any material that contains viruses, trojan horses, worms, timebombs, keystroke loggers, spyware, adware, or any other harmful programmes, or similar computer code, designed to adversely affect the operation of any computer software or hardware;
 - use any robot, spider, other automated device, or manual process to monitor or copy the Services or any portion thereof;
 - engage in the systematic retrieval of content from the Services to create or compile, directly or indirectly, a collection, compilation, database directory;
 - use the Services in (A) any unlawful manner, (B) for fraudulent or malicious activities or (C) in any manner inconsistent with these Terms;
 - decompile, reverse engineer, or disassemble the Services;
 - link to, mirror, or frame, any portion of all or any of the Services; or
 - violate applicable laws in any manner.
- (d) You warrant that You shall not engage in any activity that interferes with or disrupts the Services.
- (e) You shall not attempt to gain unauthorised access to any portion or feature of the Services, any other systems or networks connected to the Service, to any of our servers, or through the Platform by hacking, password mining, or any other illegitimate means.

7. OUR INTELLECTUAL PROPERTY

- (a) All rights, titles, and interest in, and to the Services, including all intellectual property rights arising out of the Services, are owned by or otherwise licensed to us. Subject to compliance with these Terms, we grant You a non-exclusive, non-transferable, non-sub licensable, revocable, and limited licence to use the Services in accordance with these Terms and our written instructions issued from time to time. Any rights not expressly granted herein are reserved by Apollo or Apollo's licensors.
- (b) We may request You to submit suggestions and other feedback, including bug reports, relating to the Services from time to time ("Feedback"). We may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback we receive from You without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of Your intellectual property rights.
- (c) Except as expressly stated in these Terms, nothing in these Terms should be construed as conferring any right in, or licence to, our or any third party's intellectual property rights.

8. TERM AND TERMINATION:

- (a) These Terms shall remain in effect unless terminated in accordance with the terms hereunder.

- (b) We may restrict, deactivate, or terminate Your access to, or use of, the Services, or any portion thereof, (i) immediately and at any point at our sole discretion, (A) if You violate or breach any of the obligations, responsibilities, or covenants under these Terms, (B) when You cease to become a user of our Services, (C) You do not, or are likely not to qualify under applicable law, or the standards and policies of Apollo or its affiliates, to access and use the Services, (ii) upon 30 (Thirty) days' prior written notice to You, or (iii) immediately for any legitimate business, legal, or regulatory reason.
- (c) You may terminate these Terms, at any time, for any reason by sending a notice to Apollo at amitrانjan.chaudhary@apolloytyres.com.
- (d) Upon termination of these Terms:
 - the Account will expire;
 - the Services will "time-out"; and
 - these Terms shall terminate, except for those clauses that are expressly, or by implication, intended to survive termination or expiry.

9. DISCLAIMERS AND WARRANTIES

- (a) The Services are provided on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including without limitation the implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Without limiting the foregoing, we make no warranty that the Services will meet Your requirements or expectations.
- (b) No advice or information, whether oral or written, obtained by You from us shall create any warranty that is not expressly stated in the Terms.
- (c) In no event shall Apollo, its officers, directors, and employees, or its contractors, agents, licensors, partners, or suppliers, related parties, affiliates etc. be liable to You for any direct, special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation, lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever, including but not limited to any abuse of breach of data), even if Apollo or an authorised representative had been advised of the possibility of such damages, arising out of, or relating to (A) these Terms, (B) the Services, (C) Your use or inability to use the Services, or (D) any other interactions with another user of the Services.
- (d) Nothing in these Terms will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit.

10. INDEMNITY

You shall indemnify, defend at our option, and hold us, our affiliates, and our officers, employees, directors, agents, and representatives, harmless from and against any claim, demand, lawsuits, judicial proceeding, losses, liabilities, damages, and costs (including, without limitation, all damages, liabilities, settlements, and attorneys' fees), due to or arising out of Your access to the Services, use of the Services, violation of these Terms, or any violation of these Terms by any third party who may use Your Account.

11. JURISDICTION, GOVERNING LAWS, AND DISPUTE RESOLUTION

- (a) These Terms shall be governed by and construed and enforced in accordance with the laws of India. Subject to other provisions in this clause, courts of Gurugram, Haryana, India shall have exclusive jurisdiction over all issues arising out of these Terms or the use of the Services.

12. GRIEVANCE REDRESSAL

- (a) You may contact our designated Grievance Redressal Officer with any complaints or queries relating to the Services or these Terms through registered post or through email, details of which are provided below:

Email Address: info@apolloytyres.com

- (b) We shall ensure that Your complaint is resolved within timelines prescribed by applicable laws.

13. MISCELLANEOUS PROVISIONS

- (a) Changes to Terms: The Terms are subject to revisions at any time, as determined by us, and all changes are effective immediately upon being posted on the Platform. It is Your responsibility to review these Terms periodically for any updates or changes. You will be deemed to have accepted the changes made to these Terms if You continue to use the Platform once it has been posted. If any of these terms and conditions is deemed invalid, void, or for any reason unenforceable, that term and condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.
- (b) Modification to the Services: We reserve the right at any time to add, modify, or discontinue, temporarily or permanently, the Services (or any part thereof), with or without cause. We shall not be liable for any such addition, modification, suspension, or discontinuation of the Services.
- (c) Severability: If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue to be in effect. If any unlawful or unenforceable provision would be lawful or enforceable if a part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).
- (d) Assignment: You shall not license, sell, transfer, or assign Your rights, obligations, or covenants under these Terms, or Your Account in any manner without our prior written consent. We may grant or withhold this consent at our sole discretion, subject to any conditions we deem appropriate. We may assign our rights to any of our affiliates, subsidiaries, or parent companies, any successor in interest of any business associated with the Services, or any third party without any prior notice to You.
- (e) Notices: All notices requests demands and determinations for us under these Terms (other than routine operational communications) shall be sent to legal@apolloytyres.com.
- (f) Third Party Right: No third party shall have any rights to enforce any terms contained herein.
- (g) Force Majeure: We shall have no liability to You if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions, or accidents beyond our reasonable control, including without limitation, strikes, failure of a utility service or telecommunication network, act of God, war, riot, civil commotion, malicious damage, or compliance with any law or governmental order, rule, regulation, or direction.