

Terms of Use

1 INTRODUCTION

1.1 These terms and conditions (“Terms of Use”) govern the use of VOLTAS’ websites: <https://www.voltas.com>, <https://www.voltasservices.com>, <https://www.voltas.in>, <http://www.voltasbekoservice.com/>, <https://www.voltasbeko.com/>, and <https://umpesl.com/>, and any other mobile application of VOLTAS (collectively referred to as “Platform(s)”). The Platform(s) are owned by Voltas Limited, a company incorporated in India under the Indian Companies Act, 1913 and having its registered office at Voltas House 'A', Dr. Babasaheb Ambedkar Road, Chinchpokli, Mumbai – 4000-33 and/or its affiliates, subsidiaries or JV companies (hereinafter referred to as "VOLTAS", "We", "Us", and/or "Our"). These Terms of Use are applicable to the access and use of the Platform(s) and availment of products and/or Service(s) by the Customer(s) on these Platform(s).

1.2 We reserve the right, at Our sole discretion, to change or modify whole/portions of these Terms of Use at any time. If We do this, We will post the changes on this page or at a prominent place on the Platform(s) and indicate in a reasonable manner the date these Terms of Use were last revised.

1.3 Please read the Terms of Use carefully. By accessing or using the Platform(s), You agree to the Terms of Use (as revised from time to time) and conclude a legally binding contract with VOLTAS. The Terms of Use may be updated from time to time, and it is Your responsibility to review them regularly. Continued use after changes constitutes Your acceptance of those changes. Subject to compliance with these Terms of Use, We grant You a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the Platform(s).

1.4 By undertaking any or all of the following actions, You indicate Your acceptance of these Terms of Use:

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 - a.
 - a. Explicitly accepting these Terms of Use, such as by ticking a checkbox;
 - b. Accessing the Platform(s);
 - c. Creating an account on the Platform(s);
 - d. Accessing an account on the Platform(s);
 - e. Availing the Service(s) on the Platform(s);
 - f. Placing an order for the product on the Platform(s) or making a payment on the Platform(s); and/or
 - g. Undertaking any other action that involves interacting with the Service(s)/Platform(s).

1.5 You warrant that You possess the legal authority to accept these Terms of Use and thereby enter into an agreement with VOLTAS under the applicable laws and to use the Platform(s) and avail the products and Service(s) in accordance with these Terms of Use.

2 DEFINITIONS

2.1 "Affiliate(s)" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2.2 "Customer(s)" means: (i) in case of a person visiting or interacting with the Platform(s) or availing the Service(s) on behalf of himself or herself, such natural person; (ii) in case of a person visiting or interacting with the Platform(s) or availing the Service(s) on behalf of another natural person, such other natural person; (iii) a person buying products on the Platform(s).

2.3 "Documentation" means the information made available by VOLTAS regarding the products or Service(s), including user guides and manuals; help files; tutorials including written, audio and video; policies; procedures; and other information made available by VOLTAS regarding the products/Service(s), as updated from time to time.

2.4 "Instruction(s)" means the instructions given by You on or through the Platform(s) and includes Orders placed by You through the Platform(s).

2.5 "Order" or "Ordered" means an offer made by You to VOLTAS to purchase certain product(s) manufactured or offered by VOLTAS or any of its Affiliate(s)/Associate Company from the Platform(s).

2.6 "Personal Data" shall mean any information that can directly or indirectly identify a Customer(s).

2.7 "Service(s)" means the use of the Platform(s); Your Instruction(s), Order and interactions with/placed on the Platform(s); responses generated by the Platform(s); and all actions undertaken in pursuance of Your Instruction(s)/Order on the Platform(s), including but not limited to placement of Order, dispatch of Ordered products, and delivery of Ordered products.

2.8 "Terms of Use" means these Terms and Conditions.

2.9 "Third-Party Service Provider(s)" shall have the meaning assigned to it under clause 3.1 herein below.

2.10 "You" and/or "Your" means Customer(s).

3 THIRD-PARTY SERVICE PROVIDERS

3.1 In order to fulfil your Instruction(s), certain activities are undertaken by third-parties, under their own terms and conditions ("Third-Party Service Provider(s)"). You are responsible for reading and understanding the terms and conditions of such Third-Party Service Provider(s) prior to placing any Instruction(s) on the Platform(s) or before availing any Service(s) that would require the involvement of such Third-Party Service Provider(s). Once any Instruction(s) are placed by You under this clause, it shall be deemed that You have read, understood, and accepted the terms and conditions of such Third-Party Service Provider(s). Third-Party Service Provider(s) include, but are not limited to:

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- **Payment Gateways:** The Service(s) include third-party payment processor(s) or gateway(s) such as: Razorpay Limited, PayU, Pinelabs, or any other as specified on the Platform(s).
- **Delivery Providers:** Product deliveries through the Platform(s) or during Service(s) are fulfilled by delivery partners such as: Delhivery, 20Cube, TVSL.
- **Call Centers:** Third-party call center partners manage customer requests, service requests, and grievance redressal. Partners include: Cogent, Silaris.

3.2 The following terms and conditions, and policies, as updated from time to time, apply to Your interactions and Instruction(s) on the Platform(s) or availment of Service(s), and are incorporated herein by reference:

- **Privacy Notice:** The collection, use, storage, processing, transfer, and deletion of Your Personal Data is governed by the [Privacy Notice](#).
- **Shipping FAQs** (if applicable), available at: [Shipping FAQs](#)
- **Shipping and Delivery Policy** (if applicable), available at: [Shipping and Delivery Policy](#)
- **Return/Replacement and Refund Policy** (if applicable), available at: [Return/Replacement and Refund Policy](#)
- **Cancellation, Return and Refund Policy** (if applicable), available at: [Cancellation, Return and Refund Policy](#)
- [Cookie Policy](#)

4 ACCESS AND USE OF SERVICE

4.1 Use of the Platform(s): The Platform(s) are provided solely for Your personal use and must not be used for any commercial purposes, except where limited business interactions are supported through designated channels. Unauthorized commercial exploitation or redistribution of content is strictly prohibited.

4.2 Age and Competence: The Service(s)/Platform(s) are not intended for anyone under 18 years of age. You affirm that You are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. If You are under 18 years of age, then please do not use the Service(s) and/or the Platform(s). Please ask a parent or legal guardian to place any Order through their own account.

If you are categorized as a child under the applicable laws and use Our Platform(s) and Our Service(s), then it shall be assumed that You are registered as a dependent by a registered account user and are using Our Platform(s) and Our Service(s) only under the guidance and involvement of the registered account user (in such cases a parent or legal guardian). Please note that in case a child who is a dependent of a registered account holder on the Platform(s), uses or accesses the Platform(s), it will be assumed that such use and access has been done under the guidance of the registered account holder and We shall not be held liable for any misuse of the Platform(s) or Service(s) by children.

4.3 Limitations: VOLTAS may place reasonable technical or non-technical limitations on the use of the product/Service(s) by Customer(s), regardless of whether or not such limitations are communicated to Customer(s). The product must be used only as specified in the Documentation. Any use of the product or Service(s) beyond the stated operational limits (e.g., voltage, temperature, capacity) may void the warranty and violate applicable laws. Unauthorized modification, resale, or export of product is strictly prohibited.

4.4 Service Availability: We will do our utmost to ensure that availability of the Platform(s) 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 Platform(s) 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.

4.5 Reviews, Comments, Communications and Feedback: The Platform(s) may include functionality that allows You to post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions or other information, as long as the content does not violate these Terms of Use or any applicable law(s). In particular, all such content must abide by Your responsibilities under "Legality of Your Use" below. You agree to grant licenses to VOLTAS in accordance with "License by Customer" below. You represent and warrant that You own or otherwise control all of the rights to the content that You post or that You otherwise provide to Us or through the Platform(s) or Service(s); that the content or material is accurate; and that use of the content and material does not breach these Terms of Use and any applicable laws/policies.

5 CUSTOMER(S) RESPONSIBILITIES

5.1 Customer(s) Disclaimer: You acknowledge and undertake that You are accessing the Platform(s) and providing Instruction(s), placing Order, or otherwise interacting with or transacting on the Platform(s) or availing Service(s) at Your own risk, and that You are using Your best and prudent judgment before undertaking any such activity.

5.2 Accounts, Personal Data and Security: You may be required to create an account in order to access and use the Platform(s) and/or avail Service(s). If You choose to create such account, You agree to provide and maintain true, accurate, current and complete information about You. You are responsible for maintaining the confidentiality of Your password and account, if any, and are fully responsible for any activity that occurs under Your account.

When You register for a VOLTAS account, you agree that:

- The Personal Data which You are required to provide when You register as a Customer(s) is true, accurate, current and complete; and
- If any of Your information changes (for example You change address), You will let us know by updating Your account online or by contacting us at the 'Contact Us' section of the relevant Platform(s).

5.3 You agree not to impersonate any other person or entity or to use a false name or a name that You are not authorized to use. You are responsible for keeping Your account and Personal Data confidential. Please notify Us immediately of any unauthorized use of Your account or Personal Data or any breach of security or misuse, or suspected breach of security or misuse, of such. Please ensure that You sign out from Your account at the end of each session if You use a shared

computer. We will not be liable for any loss or damage arising from Your failure to comply with this clause.

5.4 Deletion of account by Customer(s): Customer(s) may terminate their account at any time by contacting VOLTAS, however, termination will not be effective until VOLTAS provides a confirmation of termination of the account to Customer(s).

5.5 Legality of Your Use: The Platform(s) may allow You to transmit or publish information such as by posting reviews and providing feedback. VOLTAS may remove any information in violation of this clause at any time without prior notification and without assigning any reason. You shall be solely responsible to ensure that Your use of the Platform(s) and Service complies with all applicable laws, and third-party privacy requirements and intellectual property rights. In particular, You, shall not host, display, upload, modify, publish, transmit, update or share any information that:

- belongs to another person and to which You do not have any right;
- is grossly harmful, harassing, blasphemous, malicious, misleading, defamatory, obscene, pornographic, pedophilic, libelous, 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;
- harms minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights of VOLTAS or any third party;
- violates any law, rules or regulations for the time being in force in or outside India;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonates another person or falsely present Your identity or qualifications, or that constitutes a breach of any individual's privacy;
- contains software viruses or any other computer code, worm or other disruptive or harmful software data, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- 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 insulting any other nation;
- consists of commercial solicitations, chain letters, pyramid schemes, mass messaging, political campaigning or any form of spam;
- contains Personal Data of any third party without their consent. In case You publish any Personal Data of another person or a third party, We will presume that You have taken free, specific, informed, unconditional and unambiguous consent from such person to share their Personal Data with Us and have made available these Terms of Use and Privacy Notice to them and such Personal Data is true and accurate; and is likely to cause annoyance, inconvenience or needless anxiety.

5.6 VOLTAS has no obligation to monitor content (as hosted, uploaded and posted by You) on the Platform(s). We may disclose any information necessary to satisfy Our legal obligations, to protect Us, Our Customer(s), or for the operations of the Platform(s) to run smoothly and effectively. We in Our sole discretion, may refuse to post, remove, or refuse to remove, any content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of these Terms of Use.

5.7 Misuse of Content: All text, graphics, photographs including all image rights, videos, logos, trademarks, artwork, sounds, music, user interfaces, visual interfaces and computer code on the Platform(s) (the "Content") belongs to VOLTAS (or is licensed to VOLTAS). This Content includes, but is not limited to, the design, structure, selection, coordination, expression, "look and feel" and arrangement of it. The Content is protected by copyright, trademark and other intellectual property rights and You are not permitted to copy, reproduce, republish, upload, post, publicly display, translate, transmit or distribute this Content in any way without VOLTAS' prior written permission.

5.8 Misuse of Service: You must not misuse the Platform(s) or the Service(s) by interfering with their normal operation or attempting to access them using a method other than through the interfaces and instructions provided by VOLTAS. You must not attempt to gain unauthorized access to the Platform(s) or Service(s) or Content (as defined in clause 5.5 herein above), or their related systems or networks. You must not attempt, permit or undertake direct or indirect access to or use of the Platform(s) or the Service(s) or Content in a way that circumvents a contractual usage limit, or use the Platform(s) or Service(s) to access or use any of VOLTAS' intellectual property except as permitted under these Terms of Use or the Documentation.

5.9 Abusive or Excessive Use: You must not take any action or otherwise engage in (i) imposing an unreasonable or disproportionately large load on the Platform(s) or the infrastructure of the Platform(s); and/or (ii) abusive or excessive usage of the Platform(s) or the infrastructure of the Platform(s), which usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Platform(s) for other Customer(s).

5.10 Information Extraction: You shall not, without explicit prior written authorization from VOLTAS specifically permitting such an action, perform reverse look-up, trace or seek to trace any information on any other Customer(s) of the Platform(s) including any account on the Platform(s) not owned by You, to its source, or exploit the Platform(s) or any service or information made available or offered by or through the Platform(s), in any way where the purpose is to reveal any information, including but not limited to personal identification or Personal Data, other than Your own information, as provided on the Platform(s).

5.11 Fraudulent or Unlawful Behavior: You agree not to use the products or the Service(s) for fraudulent purposes, or in connection with criminal offense or other unlawful activity. VOLTAS reserves the right to bar You and lock/delete Your account.

5.12 Scanning for Vulnerabilities: You agree not to probe, scan or test the vulnerability of any VOLTAS' system or network without explicit prior written authorization of VOLTAS.

5.13 No Reverse Engineering: You may not, and You will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Platform(s) whether in whole or in part, or create any derivative works from or of the Platform(s).

5.14 Accuracy of Information: You agree that any information You submit to the Platform(s), including Personal Data, shall be true, accurate, current and complete. If You submit to the Platform(s) any communication, idea or materials which may attract copyright or other intellectual property rights You agree that this shall become VOLTAS' property, except where such communication, idea or materials are owned by third parties and submitted under valid license or authorization. You agree that anything You submit shall not infringe any right of any third party, nor contain anything libelous or otherwise unlawful, abusive or obscene nor constitute an invasion of privacy and VOLTAS is not liable for any third-party claims. You agree that You are and shall be personally responsible for Your use of the Platform(s). If we determine that You are, or have been, engaged in activities which are unlawful, abusive, obscene or constitute an invasion of privacy, We may deny You access to the Platform(s) at any time or delete Your account.

5.15 Compliance with the Terms and Applicable Laws: You shall be the sole responsible party for Your compliance with these Terms of Use and applicable laws while using the Platform(s) and availing the Service(s).

6. ORDER TERMS

6.1 Our Products:

- VOLTAS takes reasonable care to ensure that all product descriptions (information with respect to individual product including but not limited to all details, prices (cost of the product and delivery charges), photographic representations and descriptions of a product) are correct. We have made every effort to display as accurately as possible the appearances, colours, textures or finishes of Our products. What You see will depend on Your computer equipment, screen or monitor and We are therefore unable to guarantee that a product's images are an accurate representation of the actual merchandise. Please refer to our [Cancellation, Return and Refund Policy](#) and [Return/Replacement and Refund Policy](#) if you are unhappy with Your Order.
- Products are subject to availability and products that are in Your basket are not reserved and can be purchased by other user/Customer(s). We will do Our best to remove any products which have sold out at the earliest opportunity. As there is a delay between the time when Your Order is placed and the time when the Order is accepted, the stock position relating to a particular product may change. If a product You have ordered becomes out of stock after We have accepted Your Order, then VOLTAS shall not be liable to You for being unable to provide that product. If such a situation arises, then We shall notify You as soon as possible and You will not be charged for the out-of-stock product and in case of any payment has been made by You, the same shall be refunded in full.

6.2 Product Restrictions: There may be instances where due to restrictions (legal or otherwise) or practices in relation to a product, We, are prevented from being able to deliver it to You (for example, area restricted products). VOLTAS shall not be held liable in relation to any product that We are unable to sell or deliver to You as a result of such restrictions. Please refer to the Product Description of Your selected product(s) to see if any restrictions apply. In the event that a restriction is enforced after You have placed Your Order with Us, We, will do Our utmost to notify You as soon as reasonably practicable.

6.3 Your Orders: Your Order shall for all intents and purposes will be treated as an offer to purchase the product(s) as listed on the Platform(s). When You place an Order to purchase a product from Us, You will receive an e-mail confirming receipt of Your Order and containing the

details of Your Order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that VOLTAS has received Your Order, and does not confirm acceptance of Your offer to buy the product(s) ordered. VOLTAS only accepts Your offer and concludes the contract of sale for a product ordered by You when the product is dispatched to You and an e-mail confirmation is sent to You that the product has been dispatched to You (the "Dispatch Confirmation E-mail").

6.4 Personal Use: You confirm that the product(s) ordered by You are purchased for Your internal / personal purpose and not for re-sale, commercial or business purpose, unless the Platform(s) is explicitly intended to support such use. You authorize Us to declare and provide declaration to any governmental authority on Your behalf stating the aforesaid purpose of the products ordered by You on the Platform(s). You further agree not to dismantle or reverse engineering any part of the purchased goods/products.

6.5 Pricing:

We endeavour to ensure that all products on the Platform(s) are available at the same price in all our offline stores. However, from time to time we may offer additional discounts for purchases made via the Platform(s) that do not apply in store, or vice versa. Additionally, products offered as sets on the Platform(s) may not be offered as part of a set in store and individual prices may apply.

Product prices shown on the Platform(s) are in Indian Rupees (INR). The price of a product may change at checkout if it is subject to any taxes, duties, fees, levies or delivery charges (if applicable) when you have selected for delivery of your order.

6.6 Payments:

- We accept payment for orders by way of debit card, credit card, UPI, Net Banking, EMI etc. We do not offer products/services on a COD basis.
- You undertake to make all payments in a timely manner, including but not limited to all applicable taxes, charges and fees as may be specified. We accept payments through a third-party payment gateway. The modes of payment offered by such third-party payment gateway may include credit card, debit card, net banking, mobile wallets and/or UPI. The terms and conditions, policies, procedures and guidelines of the Reserve Bank of India, National Payments Corporation of India, and the third-party service provider(s)—including but not limited to the payment gateway, bank, mobile wallet—shall be applicable to all transactions undertaken by you.
- You assume sole responsibility for all risks associated with the transfer of money or payments to us, whether or not such transfers or payments are done through the use of a third-party payment gateway. All disputes regarding delayed payments or failed payments must be resolved with your own financial service provider such as your bank, and the third-party payment gateway, if any. VOLTAS shall not be responsible for any credit card fraud, chargeback, failed or delayed payments, loss of information, loss of reputation or any other damages or losses faced by you or any third party due to the use of such third-party payment gateway. The liability for the use of a card fraudulently will be on the customer(s), and the onus to 'prove otherwise' shall be exclusively on the customer(s).
- By placing your order and making an offer to buy a product, you authorize us to transmit information (including any updated information) or to obtain information about you from

third parties from time to time. This may include verification checks involving your debit or credit card number or credit reports in order to authenticate your identity, to validate your credit card, to obtain an initial credit card authorization, to protect you and us from fraud, and to enable us to arrange delivery of your order to your nominated delivery address.

6.7 Chargeback: By purchasing products or Service(s) through Our Platform(s), You agree that all payments are final, non-refundable, and not subject to chargeback. In the event of any billing or payment-related dispute, You agree to first contact Our customer support team at Contact Us – Voltas to resolve the issue amicably. Any unauthorized chargebacks or payment disputes may lead to suspension or termination of Your account and/or legal action, as permitted by law.

6.8 Prices and Offers: Prices and offers listed on the Platform(s) are provided as an invitation to offer and may not indicate the availability of the product. Offers on products sold on the Platform(s) are subject to the discretion of VOLTAS and may be changed frequently.

6.9 Taxes, Charges and Fees: You shall be responsible for payment of all fees/costs/charges associated with the purchase of products from Us and You agree to bear any and all applicable taxes including but not limited to GST, duties and cesses, delivery fees (if applicable), payment gateway charges, etc.

6.10 Instalments: VOLTAS may, at its sole discretion, provide an option for payments to be made through equated monthly instalments ("EMI"). All disputes and queries related to EMI must be resolved between You and Your bank/issuer/NBFC. VOLTAS shall not be responsible under any circumstances regarding any EMI dispute.

6.11 Product Warranties: The terms of warranty provided on the product description page, or in the absence of such a description, the terms of warranty supplied with the product shall be applicable to such products. Please refer to our [Product Warranty Terms](#).

6.12 Title and Risk of Loss: When You purchase product(s) through the Platform(s), title to the product is transferred to You upon delivery of the product(s). The risk of loss or damage in such product(s) will pass to You upon delivery.

6.13 Right to Refuse: VOLTAS may, in its sole discretion, refuse to sell products or fulfil Order placed by You without assigning any reason.

6.14 Limitations on Transactions: VOLTAS may, in its sole discretion and without prior notification to You, impose limits on the number of transactions or transaction price received from a single Customer(s) or payment method.

6.15 Exclusive Remedy: This clause on Order Terms provides Your sole remedy and VOLTAS' sole responsibility for situations covered by this clause.

6.16 After Sales Services: Customer(s) can raise a service request via various modes: call centre, website, social media, dealer app, SR Import, PM Schedule, WhatsApp, IVR, Sales and Service dealer (SSD).

6.17 Tata Employee Offers: Tata employees are eligible for special Tata employee prices or promotional offers. We do not offer dual discounts.

6.18 For shipment of Orders please refer to Our [FAQs](#)

6.19 For Cancellation of Order- Please refer to our '[Cancellation, Return and Refund Policy](#)'

6.20 For Delivery and Shipping- Please refer to our '[Shipping and Delivery Policy](#)'

6.21 For Return/Replacement and Refunds- Please refer to our '[Return/replacement and Refund Policy](#)'

7 Intellectual Property Rights

7.1 Reservation of Rights:

- Subject to the limited rights expressly granted hereunder, VOLTAS, its Affiliate(s), its licensors and content providers reserve all of their respective rights, titles and interests in and to the Platform(s), Service(s), including any software techniques and processes used, content, logos, and other materials created by them, including all of their related intellectual property rights. VOLTAS owns all right, title, and interest in and to VOLTAS' registered and unregistered, domestic and foreign, trademarks, service marks, trademark applications, logos, images, material, content, designs, service mark applications, trade names, patents, patent applications, copyrights, copyright applications, discoveries, know-how and trade secrets of and relating to the Platform(s) and Service(s), including any and all templates created by VOLTAS. You shall not copy, decompile, reproduce, reverse engineer, transmit, post, distribute, discover any source code or create derivative works from the Platform(s)/Service(s) without express, prior written authorization from VOLTAS. You shall not use or assign any intellectual property in the Platform(s), copy any logos, brand names, marketing or branding material or pictures from the Platform(s), remove any copyright and other proprietary notices contained in any content on the Platform(s), or use spiders, crawlers or robots for the purpose of accessing the Platform(s), or any content on the Platform(s). No rights are granted to You hereunder other than as expressly set forth herein.
- Any unauthorized use of VOLTAS' intellectual property rights in connection with any other goods, service or offering will constitute an infringement of the intellectual property rights of VOLTAS and may be actionable under the applicable laws.

7.2 Copyright, Authors' Rights and Database Rights:

All Content included on the Platform(s), such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of VOLTAS, its Affiliate(s) or its content suppliers and is protected by Indian and international copyright, authors' rights and database right laws. All software used on the Platform(s) is the property of VOLTAS, its Affiliate(s) or its software suppliers and is protected by India and international copyright and authors' rights laws.

7.3 License by VOLTAS:

Subject to Your compliance with the Terms of Use and payment of applicable fees, if any, VOLTAS grants You a limited license to access and use of the Platform(s) as per the Terms of Use.

7.4 Restrictions on License by VOLTAS:

You shall not sell, resell, license, sublicense, distribute, make available, rent, lease or in any manner assign the Platform(s), Service(s) or any Content, or their derivatives. You may not frame or mirror any part of the Platform(s). Without express written consent from VOLTAS and/or its Affiliate(s), as may be applicable, You shall not: (i) download (other than page caching) or modify the Platform(s), or any portion of it; (ii) use any meta tags or any other hidden text utilizing VOLTAS'

or its Affiliate(s)' names or trademarks; (iii) use any data mining, robots, or similar data gathering or extraction tools; (iv) otherwise download, copy or modify any information from the Platform(s), or Service(s) or any portion of the Platform(s) or Service(s); and/or (v) create and/or publish Your own database that features substantial parts of the Platform(s), including prices and product listings.

7.5 License by Customer(s):

Customer(s) grants to VOLTAS and its Affiliate(s) and sublicensees a non-exclusive, royalty-free, irrevocable, perpetual, worldwide and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display any content or information provided by You on the Platform(s) or under "Reviews, Comments, Communications and Feedback" clause throughout the world in any media, and the right to use the name provided by Customer(s) in connection with such content, if they choose. You agree to waive Your right to be identified as the author of such content. You agree to perform all further acts necessary to protect any of the above rights granted by You, including execution of deeds and documents at VOLTAS' request. VOLTAS may, but shall have no obligation to, use feedback provided by You to improve the Platform(s) or Service(s) without notice and without any attribution.

8 Modifications

8.1 Modification of Terms of Use:

VOLTAS reserves the right to modify these Terms of Use or its policies relating to the Service(s) at any time effective upon posting of an updated version of these Terms of Use through the Service(s) or the Platform(s). You should regularly review these Terms of Use, as Your continued use of the Service(s)/Platform(s) after any such changes constitutes Your agreement to such changes.

8.2 Modification of the Platform(s) or Service(s):

VOLTAS may, at any time and without prior notice, introduce new features, remove or stop offering old features, or modify existing features of the Platform(s) or the Service(s). VOLTAS reserves the right to charge a fee to access any new feature or service.

9 Privacy

9.1 Privacy Notice:

Our Privacy Notice outlines what Personal Data We collect when You sign up with Us or use Our Platform(s), why We collect this Personal Data, and how We process that Personal Data. You can access the Privacy Notice associated with our Platform(s) here to understand our use of Your Personal Data: [Privacy Policy](#)

9.2 Suspension of Access for Violations:

If We believe that You have violated any of the conditions as mentioned under these Terms of Use, Our Privacy Notice and other terms and conditions applicable to certain Platform(s), Service(s) or any agreements consented to while availing the Service(s) or the Platform(s), We reserve the right to suspend Your access to the Service(s) and/or Platform(s) without prior notice to You.

10. Disclaimers

10.1 Third-Party Service Provider(s) Disclaimer:

VOLTAS shall neither be liable nor responsible for any actions or inactions of any Third-Party Service Provider(s) nor any breach of conditions, representations or warranties by any Third-Party Service Provider(s). VOLTAS hereby expressly disclaims any and all responsibility and liability in this regard. VOLTAS shall not mediate or resolve any dispute or disagreement between You and any Third-Party Service Provider(s).

10.2 Warranty Disclaimers:

- To the maximum extent permitted by applicable law(s), the Platform(s) and Service(s) are provided by VOLTAS on an "AS IS" and "AS AVAILABLE" basis. VOLTAS makes no representations or warranties of any kind, express or implied, as to the operation of the Platform(s) or the Service(s) or the information, content, materials, or products included on the Platform(s) or the Service(s). You expressly agree that Your use of the Platform(s) and the Service(s) is at Your sole risk. To the maximum extent permissible by applicable law, VOLTAS, its Affiliate(s), and their respective directors, officers, employees, agents, and partners disclaim all warranties or representations, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, or legality of the products listed or displayed or transacted, or the content (including product or pricing information and/or specifications), software, functions, network providers, internet connection, or information available or accessible on the Platform(s). While We have taken precautions to avoid inaccuracies in content, the Platform(s), all content, information (including the price of products), material, software, products, services, and related graphics are provided as is, without warranty of any kind. VOLTAS does not warrant that the Platform(s) or the Service(s), its servers, or e-mails sent from VOLTAS are free of viruses or other harmful components. VOLTAS will not be liable for any damages of any kind arising from the use of the Platform(s) or the Service(s), including but not limited to direct, indirect, incidental, punitive, and consequential damages. All the products sold on the Platform(s) are governed by different state laws and if VOLTAS is unable to deliver such products due to implications of different state laws, VOLTAS will return or refund the amount (if any) received in advance by VOLTAS from the sale of such product that could not be delivered to You.
- VOLTAS does not warrant that the functions contained in content, information, and materials on the Platform(s), including, without limitation, any third-party sites or services linked to the Platform(s) will be uninterrupted, timely or error-free, that the defects will be rectified, or that the Platform(s) or the servers that make such content, information, and materials available are free of viruses or other harmful components.

10.3 IN NO EVENT SHALL VOLTAS, ITS OFFICERS, SHAREHOLDERS, SUBSIDIARIES, ASSOCIATE COMPANIES, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OR ANY OTHER ECONOMIC LOSS OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF VOLTAS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR

WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR ACCESS TO, THE PLATFORM(S) OR SERVICE(S).

10.4 Advice:

- It is agreed that none of the content or Service(s) available on the Platform(s) shall be deemed to be investment advice by VOLTAS. If You receive any information, recommendations, or advice from any employee or representative of VOLTAS, then such information, recommendations, or advice shall strictly be in the personal capacity of such employee or representative, and You may act upon it at Your sole risk and cost. VOLTAS shall in no way be liable or responsible for any transactions executed by You in pursuance of such information, recommendations, or advice.
- VOLTAS and its officers, directors, partners, employees, agents, and Affiliate(s) shall have no responsibility with respect to any Service(s) availed by You or investment decisions or transactions made by You. VOLTAS shall not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill, or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both You and Us when You commenced using the Platform(s).

11. Indemnification and Release

11.1 Indemnification:

You shall indemnify and hold harmless VOLTAS, its Affiliate(s) and their respective officers, directors, agents, partners, employees, representatives, and other third parties (collectively “Indemnified Parties”) from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of Your breach of these Terms of Use or any document incorporated by reference, or Your violation of any law, rules, regulations, or rights of a third party.

11.2 Release:

You hereby expressly release the Indemnified Parties from any cost, expense, damage, liability, loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure or any other direct or indirect or consequential loss) or other consequence arising out of: (i) any of the actions or inactions of Third-Party Service Provider(s); and/or (ii) any action or inaction of VOLTAS. You specifically waive any claims or demands that You may have in this behalf under any statute, contract, theory of law or otherwise. Under no circumstances shall Indemnified Parties be responsible for any business loss.

12. Third-Party Websites, Apps and Services

12.1 Links to Third-Parties:

The Platform(s) may contain links to external third-party websites, apps or services. VOLTAS does not guarantee, approve or endorse the information on such third-party websites, apps or services, nor does a link indicate any association with or endorsement of the linked website, app or service.

12.2 No Control Over Third-Parties:

We do not operate or control and have no responsibility for the information, products and/or services found on any external sites. Nor do We represent or endorse the accuracy or reliability of any information, products and/or services provided on or through any external sites, including,

without limitation, warranties of any kind, either express or implied, warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose.

12.3 Risks from Third-Parties:

You assume complete responsibility and risk in Your use of any external website, app or service. You should direct any concerns regarding any external link to the relevant website's, app's or service's administrator, owner or webmaster. You are hereby informed to exercise utmost caution when visiting any third-party website, app or service.

12.4 For more information on how VOLTAS handles your Personal Data, please refer to our [Privacy Notice](#):

13. Term and Termination

13.1 Term:

The Terms of Use shall continue to be in full force and effect for so long as You continue using the Platform(s) and the Service(s). The Platform(s) provide the online shopping platform wherein the Customer(s) can purchase/buy the products and avail the Service(s) listed on the Platform(s). By clicking on the "Pay now" button, You, are agreeing to use the Service(s) in a manner consistent with and abide by the Terms of Use, our Privacy Notice (mentioned in clause 12.4 above), and with all applicable laws and regulations.

13.2 Termination by VOLTAS:

You agree that VOLTAS, in its sole discretion, may suspend or terminate Your account (or any part thereof) or these Terms of Use at any time without prior notice and without assigning any reason or generally cease offering or deny access to the Service(s) or any portion thereof, at any time for any reason. VOLTAS may remove and discard any content within the Platform(s) or the Service(s), for any reason, including, without limitation, for lack of use or if VOLTAS believes that You have violated or acted inconsistently with the letter or spirit of these Terms of Use. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of Your use of the Platform(s)/Service(s), may be referred to appropriate law enforcement authorities.

13.3 Effect of Termination:

Upon termination of this Terms of Use, Customer(s) shall be liable for any pending or unpaid fees, charges or payments for any Order placed or Instruction(s) given by Customer(s) under this Terms of Use. VOLTAS may, at its sole discretion, undertake any of the following actions upon termination of the Terms of Use: (i) provide a refund for unfulfilled Order; (ii) cancel unfulfilled Order; (iii) require Customer(s) to return product(s) that have already been delivered if VOLTAS suspects fraudulent activity; and/or (iv) fulfil an Order placed prior to termination of the Terms of Use.

14. General Clauses

14.1 Severability:

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, illegal or invalid, such provision or part thereof shall to that extent be deemed not to form part of these Terms of Use but the legality, validity and enforceability of the other provisions in these Terms of Use shall not be affected.

14.2 Force Majeure:

You understand that there may be an occurrence of an event or effect that cannot be reasonably anticipated or controlled... (acts of God, war, pandemic, etc.). Upon such occurrence, You agree to excuse performance and not hold VOLTAS liable for delay or failure of performance.

14.3 Assignment:

You shall not assign any of Your rights or obligations hereunder without VOLTAS' prior written consent. VOLTAS may assign or transfer its rights and obligations without Your consent.

14.4 Relationship between Parties:

No joint venture, partnership, employment, or agency relationship exists between You and VOLTAS.

14.5 Governing Law and Jurisdiction:

These Terms shall be governed by Indian law. Courts in Mumbai shall have exclusive jurisdiction over disputes.

14.6 Waiver:

No failure or delay by VOLTAS in exercising any right shall be deemed a waiver of that right.

14.7 Headings and Sub-headings:

Headings are for convenience only and do not affect the interpretation of clauses.

14.8 Interpretation:

In this Terms of Use, the singular includes the plural, and references to statutes include amendments and replacements, and other standard interpretation rules apply.

14.9 Surviving Provisions:

Clauses that by nature survive termination—including clauses 2, 5, 6.6, 6.7, 6.10, 6.12, 7.5, 10, 11, 12, 13, and 14—shall continue to apply.

14.10 Contact Information:

You may contact VOLTAS at: [Contact Us](#)