

TERMS OF USE

Bharat Petroleum Corporation Limited (hereinafter referred to as “BPCL”, “we,” “us,” or “our”, including our affiliates and group companies) is offering various services under our customer centric initiatives, through our websites: <https://eConnect.bpcl.in>, <https://ebharatgas.com>, <https://ebiz.bpc.co.in> and/or <https://eparichay.bpcl.in> and/or our mobile application: Bharatgas (“BPCL Platforms”) either directly or through our authorized distributor(s), in the course of providing services to you.

This Agreement contains all the terms and conditions applicable to, and governing, the provision of Services by BPCL through the BPCL Platforms (“**Terms of Use**”).

1. **SERVICES:** The BPCL Platforms are owned and operated by BPCL. Through the BPCL Platforms, we provide you with the following services (“**Services**”):
 - a) Providing a platform for registering request for new domestic gas connection either by yourself or through a distributor;
 - b) Providing a platform for raising request for refills, lodging service complaints, managing billing, invoice and payment related information, raising maintenance services requests, etc.;
 - c) Providing value added products and services, such as:
 - eKyc for consumers.
 - Self-Services options for maintaining and updating user profile.
 - d) The BPCL Platforms use “cookies”. Cookies are small data files that a website stores on your web browser. These are used for the purpose of storing your preferences, previous browsing activities, profiling and tracking your behavior on the BPCL Platforms. By visiting the BPCL Platforms you acknowledge, accept and expressly authorize us for the placement of cookies on your web browser.
 - e) Any accessing or browsing of the BPCL Platforms, registration for and/or use of the Services indicates your agreement to these Terms of Use. If you disagree with any of the Terms of Use, then you should discontinue access or use of the BPCL Platforms.
 - f) We retain the right to update or revise these Terms of Use from time to time and therefore request you to check the Terms of Use every time you wish to use the BPCL Platforms, to understand the prevailing Terms of Use.
 - g) In case of any query regarding the Services, Terms of Use and Privacy Policy, you may contact us at customercare@bharatpetroleum.in
2. **ELIGIBILITY:** When you use the BPCL Platforms, you represent that you meet the following primary eligibility criteria:
 - a) You are at least 18 years old. If below 18 years, you are visiting the BPCL Platforms under the supervision of a parent or legal guardian, who will then be deemed as the recipient/end-user of the Services for the purpose of these Terms of Use.
 - b) You are legally competent to contract, and otherwise competent to receive the Services.
 - c) You have not been previously suspended or removed by BPCL, or disqualified for any other reason, from availing the Services.
3. **USE OF THE BPCL PLATFORMS:** As an end-user and recipient of Services, when you use the BPCL Platforms, you agree to the following conditions of use:

- a) You will provide accurate and complete information everywhere on the BPCL Platforms, based on which you will receive the Services.
- b) Prior to providing the Services, we reserve the right to verify, without assuming any obligation or responsibility to do so, all information and documents submitted by you, including your age and identity and asking for such additional information and documents as we deem necessary in our sole discretion to verify your details, and you hereby acknowledge and agree that you will provide all such additional information and documents required by us promptly by uploading the same on the relevant BPCL Platform.
- c) You may view and access the content available on the BPCL Platforms solely for the purposes of availing the Services, and only as per these Terms of Use. You shall not modify any content on the BPCL Platforms or reproduce, display, publicly perform, distribute, or otherwise use such content in any way for any public or commercial purpose or for personal gain.
- d) You may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit the BPCL Platforms or any portion of it unless expressly permitted by BPCL in writing.
- e) You will be solely responsible for all access to and use of the BPCL Platforms by anyone using the password and identification originally generated in relation to your use whether or not such access to and use of the BPCL Platforms is actually authorized by you, including without limitation, all communications and transmissions and all obligations (including, without limitation, financial obligations) incurred through such access or use. You are solely responsible for protecting the security and confidentiality of the password and identification generated in relation to your use.
- f) You may not make any commercial use of any of the information provided on the BPCL Platforms.
- g) You may not impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age or affiliation with any person or entity.
- h) You may not upload any content prohibited under applicable law, and/or designated as “Prohibited Content” under Clause 4 of these Terms of Use.
- i) We reserve the right to refuse service or terminate accounts at our discretion, if we believe that you have violated or are likely to violate applicable law or these Terms of Use.

4. PROHIBITED CONTENT

- a) You shall not upload to, distribute, or otherwise publish through the BPCL Platforms the following Prohibited Content, which includes any content, information, or other material that:
 - (i) belongs to another person and which you do not own the rights to;
 - (ii) is harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, invasive of another's privacy
 - (iii) is hateful, racially or ethnically objectionable, disparaging of any person;
 - (iv) relates to or seems to encourage money laundering or gambling,
 - (v) harms minors in any way;
 - (vi) infringes any patent, trademark, copyright or other proprietary rights;
 - (vii) violates any law in India for the time being in force;
 - (viii) deceives or misleads the addressee about the origin of your message;

- (ix) communicates any information which is grossly offensive or menacing in nature;
 - (x) impersonates another person;
 - (xi) contains software viruses and malicious programs;
 - (xii) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order;
 - (xiii) Incites any offence or prevents investigation of any offence or insults any other nation.
- b) You also understand and acknowledge that if you fail to adhere to the above, we have the right to remove such information and/or immediately terminate your access to the BPCL Platforms and/or the Services.

5. LIMITATION OF LIABILITY

- a) By using our Services, you confirm that you understand and agree to the following:
- (i) We are not liable for any direct, indirect, punitive, incidental, special or consequential losses or damages, including without limitation, losses and damages arising in relation to loss of data or profits, arising out of, or in connection with, the use of the BPCL Platforms or availing the Services.
 - (ii) In no event are we responsible for any third party misuse for the data and for any acts, deeds and circumstances beyond our reasonable control, including security and data theft.
 - (iii) In the event that BPCL markets or promotes any Services to you, please note that you will be responsible for undertaking an assessment regarding the suitability of such Services for your purposes. Marketing or promotion of Services should be considered as being for informational purposes only, and does not constitute expert advice on the suitability of such services for your specific needs.
 - (iv) In no event will we, or our affiliates, be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to: (A) these Terms of Use and the Privacy Policy available at <https://ebharatgas.com/ebharat/forHome/privacyPolicy.html> with any modifications and updates; (B) your use or inability to use the BPCL Platforms; or (C) your use of any third party tools and services.
- b) This Clause 5 shall survive the termination of this Agreement and the termination of your use of our Services.

6. INDEMNITY

You agree and undertake to indemnify and keep us indemnified against any and all losses, damages, liabilities, costs and expenses, including reasonable attorney fees, that we may incur or suffer on account of, in relation to, or arising from, (i) your use of the BPCL Platforms and, or, availing or attempting to avail Services from us; (ii) any misrepresentation, inaccuracy in or breach of any of the representations and warranties made by you under this Agreement or any breach by you of any term, covenant, undertaking or obligation contained in this Agreement and, or, breach of applicable laws; (iii) your failure to provide, in a timely manner, true, correct and complete information and documents; (iv) suppression of material facts by you or failure to provide relevant information and documents to us; (v) incorrect or inaccurate payment details provided by you and, or, use of a bank account,

credit/debit card which is not lawfully owned by you, etc.; and (vi) permitting a third party to use/access your account.

7. DATA & INFORMATION POLICY

- a) We respect your right to privacy in respect of any personal information provided to us. To see how we collect and use your personal information, please see our Privacy Policy <https://ebharatgas.com/ebharat/forHome/privacyPolicy.html>
- b) We use reasonable technical, administrative, and physical security measures for the purpose of safeguarding all data you share with us, and have internal policies in place to prevent unauthorized access to your data. For example, credit/debit card details are stored in a secure way by using the Payment Card Industry Data Security Standard (PCI DSS) and Aadhaar Data Vault is used to safeguard Aadhaar number and related data. We also take adequate steps to ensure that third parties with whom we may share data, also adopt reasonable level of security practices and procedures to ensure the privacy and security of your Personal Information.
- c) We use all reasonable endeavors to ensure the integrity and security of the BPCL Platforms and the online payment facility provided on the BPCL Platforms. Despite our endeavors, breaches of security and confidentiality could occur. You acknowledge that we are not liable for any loss suffered by you as a result of any breaches in security or technology breaches.

8. INTELLECTUAL PROPERTY

- a) You acknowledge that we own the BPCL brand name and the BPCL Platforms, as well as all intellectual property rights contained on the BPCL Platforms, including all trademarks, trade names, tag lines, logos, programs, processes, designs, software, technologies, inventions and materials therein.
- b) You are not permitted to use the content available on the BPCL Platforms without our prior written permission.

9. THIRD PARTY LINKS & RESOURCES

- a) Where the BPCL Platforms contain links to other sites and resources provided by third parties (including where our social media sharing plug-ins include links to third party sites), these links are provided for your information only.
- b) We have no control over the contents of these third party websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.
- c) In particular, we cannot be held responsible for the privacy policies and practices of other websites even if:
 - (i) You accessed the third party website using links from the BPCL Platforms; or
 - (ii) You were linked to the BPCL Platforms from a third party website.

We recommend that you check the policy of each site you visit and contact the owner or operator of such website if you have any concerns or questions.

10. OTHER CONDITIONS

- a) Pricing & Payment

For availing our Services, you may be directed to certain third party payment portals from the BPCL Platforms. We provide payment options through modes such as Debit Card, Credit Card, Net Banking, UPI etc. via our payment gateway partners. Your details pertaining to such payment is not stored by

us. In case of any failure of payment, please contact the payment gateway partner in the contact information provided on their website. In case of any disputes, you can lodge a complaint to the Customer Care System at <https://www.bharatpetroleum.com/feedback-complaint.aspx>

b) Accuracy of Information Displayed

We have made every effort to display, as accurately as possible, the information on the BPCL Platforms. However, unless expressly stated as otherwise, we do not undertake any liability with respect to any information in regard to which you are capable of conducting your own due diligence to ascertain accuracy and you are responsible for undertaking an assessment regarding the suitability of the information and Services for your purposes.

11. FORCE MAJEURE

- a) We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under any contract when caused by events that are beyond our reasonable control (“**Force Majeure**”). Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:
- (i) Strike, lockout or other forms of protest
 - (ii) Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
 - (iii) Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
 - (iv) Technical glitches and other technological issues faced by the BPCL Platforms
 - (v) Inability to use public or private transportation and telecommunication systems.
 - (vi) Acts, decrees, legislation, regulations or restrictions of any government or public authority including any judicial determination.
- b) Our obligations deriving from any contracts should be considered suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time we shall communicate to you, not being less than the time that the situation of Force Majeure lasted.
- c) For change in law specifically, we reserve our rights to suspend our obligations under any contract indefinitely, and/or provide the Services under revised Terms of Use.

12. GOVERNING LAW & JURISDICTION

- a) The use of the BPCL Platforms and availing the Services contracts through the BPCL Platforms shall be governed by the laws of India.
- b) Any dispute arising out of, involving or relating to, or in connection with the BPCL Platforms and the Services or the interpretation of any provisions of these Terms of Use, or the breach, termination or invalidity thereof and shall be subject to the exclusive jurisdiction of the courts at Mumbai.

