

# Terms and Conditions

**Effective Date:** 17<sup>th</sup> June 2024

## Introduction

Welcome to XPulse ("we," "our," or "us"). These Terms and Conditions govern your use of our services, including our website, mobile application, EV charging stations, and any other services we provide (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms and Conditions.

## 1. Acceptance of Terms

By accessing or using the Services, you agree to comply with and be bound by these Terms and Conditions and our Privacy Policy. If you do not agree to these terms, please do not use our Services.

## 2. Eligibility

You must be at least 15 years old to use our Services. By using our Services, you represent and warrant that you meet this age requirement.

## 3. Account Registration

To use certain features of our Services, you may need to register for an account. When you register, you agree to:

- Provide accurate, current, and complete information.
- Maintain and promptly update your account information.
- Keep your password secure and confidential.
- Notify us immediately of any unauthorized use of your account.

## 4. Use of Services

You agree to use our Services only for lawful purposes and in accordance with these Terms and Conditions. You agree not to:

- Violate any applicable federal, state, local, or international law or regulation.
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services.
- Use the Services in any manner that could disable, overburden, damage, or impair the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose.

## 5. EV Charging Services

- **Charging Sessions:** You are responsible for starting and stopping your EV charging sessions using the designated methods provided by XPulse. Charges will be based on the duration and amount of electricity consumed during the session.
- **Payment:** Payments for EV charging services can be made via QR code or through a payment link provided by XPulse. You are responsible for ensuring the accuracy of payment information and completing payments promptly.
- **Refunds:** Refunds for EV charging sessions will only be provided under specific conditions as outlined in our Cancellation and Refund Policy.

## 6. Intellectual Property

All content, features, and functionality on our Services, including text, graphics, logos, and software, are the exclusive property of XPulse or its licensors and are protected by intellectual property laws. You may not use any of our intellectual property without our prior written consent.

## 7. Privacy

Your use of our Services is also governed by our Privacy Policy, which outlines how we collect, use, and protect your information.

## 8. Termination

We may terminate or suspend your access to the Services at our sole discretion, without prior notice or liability, for any reason, including if you breach these Terms and Conditions. Upon termination, your right to use the Services will immediately cease.

## 9. Limitation of Liability

To the fullest extent permitted by law, XPulse and its affiliates, licensors, and service providers shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Services.

## 10. Indemnification

You agree to defend, indemnify, and hold harmless XPulse, its affiliates, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees arising out of or relating to your violation of these Terms and Conditions or your use of the Services.

## 11. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law principles.

## 12. Changes to Terms and Conditions

We reserve the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on our website. Your continued use of the Services after any such changes constitutes your acceptance of the new terms.

## Cancellation and Refund Policy

**Effective Date:** 17<sup>th</sup> June 2024

### Introduction

XPulse ("we," "our," or "us") is committed to providing excellent service to our customers. This Cancellation and Refund Policy outlines the terms and conditions for cancellations and refunds for the services provided by XPulse, including but not limited to EV charging services, subscriptions, and other related services.

### Cancellation Policy

Service Cancellations:

- **On-Demand EV Charging:** Customers may cancel an EV charging session before it begins. Once the charging session has started, it cannot be canceled.
- **Subscriptions:** Customers may cancel their subscription at any time through their account settings. The cancellation will be effective at the end of the current billing cycle, and no partial refunds will be provided for the remaining period of the subscription.

How to Cancel:

- To cancel a service or subscription, log in to your XPulse account and navigate to the relevant section to initiate the cancellation process. Alternatively, you may contact our customer support team at [customer support email] or [customer support phone number] for assistance.

### Refund Policy

Refund Eligibility:

- **On-Demand EV Charging:** Refunds for EV charging sessions will only be provided if the session fails due to a technical issue attributable to XPulse. Refunds will not be provided for user errors or if the charging session is terminated by the user after it has started.
- **Subscriptions:** Refunds for subscription fees are not typically provided. However, in exceptional cases, such as billing errors or significant service disruptions, partial or full refunds may be considered at XPulse's discretion.

## How to Request a Refund:

- To request a refund, please contact our customer support team at [customer support email] or [customer support phone number] with your account details and a description of the issue. Our team will review your request and respond within 5-7 business days.

## Processing Refunds:

- Approved refunds will be processed back to the original payment method used for the transaction. Please allow 7-10 business days for the refund to appear in your account, depending on your bank or payment provider.

## Non-Refundable Services

Certain services or products provided by XPulse may be non-refundable. These include, but are not limited to:

- One-time setup or installation fees.
- Custom or special-order items.
- Promotional or discounted services where the terms explicitly state no refunds.

## Disputes and Resolution

If you have any disputes or concerns regarding our Cancellation and Refund Policy, please contact our customer support team at [customer support email] or [customer support phone number]. We are committed to resolving any issues promptly and fairly.

## Changes to This Policy

XPulse reserves the right to modify this Cancellation and Refund Policy at any time. Any changes will be posted on our website, and the effective date will be updated accordingly. Your continued use of our services after any such changes constitutes your acceptance of the new policy.

## No Shipping and Delivery Policy

**Effective Date:** 17<sup>th</sup> June 2024

### Introduction

XPulse ("we," "our," or "us") primarily offers services related to electric vehicle (EV) charging infrastructure and related services. As such, we do not engage in the shipping or delivery of physical goods. This No Shipping and Delivery Policy outlines our policy and procedures regarding the absence of shipping and delivery services.

## Scope

This policy applies to all users of XPulse's services, including those who access our website, mobile application, and other related services.

### 1. Services Provided

XPulse specializes in:

- Providing access to EV charging stations.
- Facilitating payments for EV charging services through QR codes and payment links.
- Offering subscriptions and other service plans related to EV charging.

### 2. No Shipping or Delivery of Physical Goods

XPulse does not ship or deliver any physical goods to customers. All services provided by XPulse are digital or service-based and are delivered electronically or in person at designated locations.

### 3. EV Charging Stations

- **Access:** Customers can access our EV charging stations at various locations as specified in our service agreements or on our website and mobile application.
- **Usage:** Customers use their own vehicles and any necessary charging cables compatible with our stations. XPulse does not provide physical delivery of charging equipment to customers' locations.

### 4. Payment and Invoicing

- **QR Code Payments:** Customers can pay for EV charging sessions using QR codes displayed at each charging station.
- **Payment Links:** XPulse may provide payment links for transactions related to our services.
- **Invoices:** For B2B clients, XPulse will raise invoices for services rendered. These invoices will be sent electronically, and no physical delivery of invoices will occur.

### 5. Subscriptions and Digital Services

- **Subscriptions:** Any subscriptions or service plans offered by XPulse are managed digitally. There are no physical items associated with these plans.
- **Digital Services:** All services, including account management, payment processing, and support, are conducted electronically.

### 7. Changes to This Policy

XPulse reserves the right to modify this No Shipping and Delivery Policy at any time. Any changes will be posted on our website, and the effective date will be updated accordingly.

Your continued use of our services after any such changes constitutes your acceptance of the new policy.

## Privacy Policy

**Effective Date:** 17<sup>th</sup> June 2024

### Introduction

XPulse ("we," "our," or "us") is committed to protecting your privacy. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you use our services, including our website, mobile application, and any other services we provide (collectively, the "Services").

### Information We Collect

Personal Information:

- **Account Information:** When you create an account, we may collect your name, email address, phone number, and payment information.
- **Usage Information:** We collect information about your interactions with our Services, such as the pages you visit, the time and date of your visits, and other usage details.

Non-Personal Information:

- **Device Information:** We collect information about the device you use to access our Services, including hardware model, operating system, and IP address.
- **Location Information:** We may collect information about your location when you use our Services, particularly for EV charging station locations.

### How We Use Your Information

To Provide and Maintain Our Services:

- We use your information to deliver, maintain, and improve our Services, including processing transactions and sending notifications.

To Communicate With You:

- We use your contact information to send you updates, respond to your inquiries, and provide customer support.

To Personalize Your Experience:

- We may use your information to personalize your experience with our Services and provide content that is relevant to you.

To Improve Our Services:

- We use usage and device information to understand how our Services are used and to make improvements.

To Ensure Security:

- We use your information to protect against and prevent fraud, unauthorized transactions, and other security issues.

## Sharing Your Information

With Service Providers:

- We may share your information with third-party service providers who assist us in providing our Services, such as payment processors and customer support.

For Legal Purposes:

- We may disclose your information to comply with legal obligations, respond to legal requests, and protect our rights and property.

With Your Consent:

- We may share your information with third parties when we have your consent to do so.

## Your Choices

Account Information:

- You can update or delete your account information at any time by logging into your account settings.

Communication Preferences:

- You can opt out of receiving promotional communications from us by following the unsubscribe instructions in those communications.

Location Information:

- You can disable location services in your device settings, although this may affect your ability to use certain features of our Services.

## Data Security

We implement reasonable security measures to protect your information from unauthorized access, use, or disclosure. However, no data transmission or storage system can be guaranteed to be 100% secure.

## Children's Privacy

Our Services are not intended for children under the age of 13. We do not knowingly collect personal information from children under 13. If we learn that we have collected personal information from a child under 13, we will delete that information.

## Changes to This Privacy Policy

We may update this Privacy Policy from time to time. We will notify you of any significant changes by posting the new Privacy Policy on our website and indicating the effective date. Your continued use of our Services after such changes constitutes your acceptance of the revised Privacy Policy.

## 13. Contact Us

If you have any questions about these Terms and Conditions, please contact us at:

XPulse  
info@xpulse.co.in

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This Terms and Conditions policy was last updated on 17<sup>th</sup> June 2024