

## **Experts on Call**

### **Terms of Use Agreement**

This Terms of Use Agreement governs your use of the “Experts on Call” service (the “Services”) provided by A.T.E. HUBER Envirotech Private Limited (AHET). By using the said Services, you (the “Client” or “you”) agree to these terms. If you do not agree with our Terms of Use Agreement (the “Terms of Use”), you should immediately cease all usage of these Services. Services once availed constitutes your agreement to be legally bound by the terms and conditions set forth in these Terms of Use.

We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Terms of Use without prior notice. Modifications shall become effective immediately upon being posted on website. Your continued use of our Services after amendments are posted constitutes an acknowledgement and acceptance of the Terms and its modifications.

#### **The Services**

AHET is an engineering company specialized in the field of wastewater treatment and recycling. AHET has appointed experienced and qualified panel of experts (the “Expert(s)”) who assist our Clients in analysing the problems associated with their wastewater treatment and provide consultation for probable solutions. This consultation is provided based on detailed information shared by the Client of their wastewater treatment plant and the problems they are facing. The information can be provided in the prescribed format available on our Experts on Call portal. You may also request AHET’s help and our executive will get in touch with you to assist you for submitting all the information. These services are provided strictly over phone calls set up by AHET between Client’s team and the Experts. All calls will be recorded for quality purposes. The information provided by the Client during the use of said Services shall be strictly confidential and shall not be used outside AHET. AHET will make every effort to provide the Services in a timely and confidential way.

#### **The Panel of Experts**

Appointment of panel of Experts is by invitation. AHET makes every effort to ensure that the panel is made up of qualified, experienced, reputable and professional Experts in their respective fields.

#### **Your Request**

The Client should provide current, complete, and accurate information about their wastewater treatment plant and the problem they are facing. The information provided by the Client will be shared with Expert(s) who will evaluate this information for completeness and may ask for additional information as required. We cannot guarantee that our Experts will be able to provide consultation for every request we receive or that our Experts or our call coordinating executives who do respond to your request can meet all of your requirements. We reserve the right to reject any request, for any reason or no reason, without limitation.

By submitting a request for a call back, you agree to allow us to share the information you provided to us with our panel of Experts. The panel of Experts are bound by an NDA with AHET and the information provided shall not be shared outside AHET.

The information provided by you will be retained by us to serve you faster in future. Except as set forth herein, AHET will not disclose your information to any third parties.

You may also receive communications from us to confirm your request, provide feedback or provide more information as deemed necessary.

### **Consent to Contact**

By entering into this Terms of Use, you expressly consent and permit our Service coordinator and the Experts to contact you by phone (via live operator or automated call) to schedule and provide the Services. You consent to receive future communications and advertising about the value added products and services we offer via phone, email or mail.

### **Compliance with Laws**

You may not use the Services in any way that violates applicable state, central or international laws, regulations or other government requirements.

### **Prohibited Conduct**

You shall not use the Services for any un-authorized purpose such as third party consultation etc. or use recommendations provided by our Experts for any other purpose that is unlawful, harassing, libellous, invasive of another person/businesses privacy, harmful, obscene, tortious, or otherwise objectionable.

You shall not directly or indirectly, interfere or attempt to interfere with the proper working of our Experts on Call services, use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content on our website without our prior express written permission.

### **Copyright and Trademark Information**

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Any of our trademarks shall not be used in connection with any product or service that is not provided by us, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits AHET.

### **Disclaimer of Warranties**

YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR OWN RISK AND ON AN "AS IS" AND "AS AVAILABLE" BASIS. AHET AND OUR PANEL OF EXPERTS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE USE OR THE RESULTS OF THESE SERVICES IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, PERFORMANCE OR OTHERWISE.

ANY INFORMATION OR RECOMMENDATIONS OBTAINED THROUGH THE USE OF THE SERVICES IS USED AT YOUR OWN DISCRETION AND RISK.

AHET AND OUR PANEL OF EXPERTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES AND ALL INFORMATION PROVIDED DURING THE USE OF THE SERVICES.

AHET AND OUR PANEL OF EXPERTS MAKE NO WARRANTY THAT:

- (A) THE SERVICES OR INFORMATION PROVIDED WILL MEET YOUR REQUIREMENTS;
- (B) THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS;
- (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR ANY INFORMATION PROVIDED WILL BE ACCURATE OR RELIABLE; OR
- (D) THE INFORMATION OR RECOMMENDATIONS OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

### **Limitation of Liability**

AHET AND ITS PANEL OF EXPERTS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE SERVICES OR THE RECOMMENDATION PROVIDED BY OUR PANEL OF EXPERTS UNDER THE USE OF THE SERVICES, OR THE INABILITY TO USE THE SERVICES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF AHET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Exclusions and Limitations**

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS OF USE DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

### **Indemnification**

You agree to indemnify and hold harmless AHET its parents, subsidiaries, affiliates, directors, officers, employees and the panel of experts from any claim or demand (including reasonable attorneys' fees) made by any third party due to or arising out of your use of said the Services (including in connection with any disputes between you and any agency).

### **Governing Jurisdiction**

Our business is operated and provided in Mumbai (Maharashtra, India). All Terms of Use of the Services is subject to jurisdiction of Mumbai (Maharashtra, India). Further we make no representation that our Services is appropriate, legal or available for use in all locations. Accordingly, if you choose to use the Services you agree to do so subject to the laws of Mumbai (Maharashtra, India) jurisdiction.

### **Termination**

If you breach any provision of the Terms of Use, you may no longer use the Services. You may cease using the Services at any time. AHET may, in its sole discretion, change, suspend, or terminate, temporarily or permanently, the Services or any part thereof at any time, for any reason, without notice to you and without liability to you or any other person. If AHET chooses to terminate, the Terms of Use will continue to apply and bind you with respect to your prior use of the Services.

### **Other Terms**

Nothing in these Terms of Use is intended to or will create any form of partnership, joint venture, agency, or employment relationship between the parties. You may not assign these Terms of Use, by operation of law or otherwise, without the prior written consent of AHET. The failure of either party to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. If a court of Mumbai jurisdiction declares any provision of these Terms of Use to be invalid or unenforceable, the remainder of the Terms of Use will continue in full force and effect.