

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 (as defined below) under its corporate website (<https://www.bharatpetroleum.in/>) (hereinafter referred to as “Website”), to *inter alia* enable you to access information about us, including corporate information of our group companies, vision and values, awards and accolades, annual reports, media releases and sustainability reports; etc.

These terms of use contain all terms and conditions (“Terms of Use”) applicable to, and governing, the use of the Website as well as provision of Services (defined below) by BPCL through its Website. The Terms of Use will be deemed to have been accepted by you (the “User”) in the event you access or use the Website for any purposes. You are requested to read these terms carefully before you use or access this Website.

1. SERVICES

- 1.1 The Website is owned and operated by BPCL. Through the Website, we provide you with the following services (“Services”):
- (i) A customer engagement platform to enable you access various types of information about BPCL, including policies, details of our board of directors, activities undertaken as part of our corporate social responsibility; etc.
 - (ii) Access a host of products and Services through the Website, including:
 - (a) Apply for new domestic gas / LPG connection;
 - (b) Undertake eKyc for consumers, maintain / update user profile, and manage your relationship with us, including tracking status of LPG usage through unique customer identity number;
 - (c) Locate amenities like BPCL authorised distributor / agency, vehicle service centers, etc.;
 - (d) Submit declaration to forego subsidies;
 - (e) Make payments for LPG refill, etc.;
 - (f) Lodge complaints (including Swachh Bharat complaints) and provide feedback;
 - (g) Download application forms to register as a vendor, retail outlet dealer, lubricant distributor, or become an empaneled LNG supplier; and
 - (h) BPC Tarang (only for BPCL management, clerical staff and workmen).
 - (iii) Facilitate the use of an integrated messaging platform in the form of a chat bot (like Urja) to assist you in accessing our Services.
 - (iv) Provide you with information pertaining to our value added products and Services through the Website, such as:
 - (a) Marketing offers on credit / debit cards, petrocard, as well as benefits such as reward points etc.;
 - (b) Schemes like preferred time delivery, PAHAL-direct benefits transfer for LPG consumer scheme etc.;
 - (c) Proficiency tests for labs in compliance with regulatory requirements and accreditation bodies;
 - (d) Nationwide list of fuel stations, their name, address and fuel prices;

- (e) List of current opening or vacancies in BPCL;
- (f) Updates issued by Ministry of Petroleum and Natural Gas of Government of India etc. on industry; and
- (g) Online journals on innovation, technology, corporate journeys etc.

2. ELIGIBILITY

- 2.1 The use of the Services is available only to those individuals and juristic entities who can enter into legally binding contracts under applicable laws. Additionally, you cannot access or use the Services if you are barred from receiving the Services under any applicable laws or have previously been barred from using the Services.
- 2.2 The Services are intended to be made available only in India. In the event you use or access the Services in any other jurisdictions, please immediately stop using the Services and notify us of their availability in such other jurisdictions on the email address mentioned at the end of these Terms of Use.
- 2.3 Certain parts / areas of the Website may contain links that redirect you to other websites of BPCL, including those for specific products / services as well as those operated by BPCL's group companies. To the extent that you access such other websites operated by BPCL, note that your access and usage may be governed by different terms and conditions of use as mentioned on such website. If there is a conflict between these Terms of Use and terms of use posted for a different website operated by BPCL or its group companies, the latter shall have precedence with respect to your use of such website.

3. MODIFICATION

- 3.1 We reserve the right to modify/update the whole or any part of the Website at any time without providing prior notice, and to the extent, any modification/ update is done in the privacy policy or Terms of Use of the Website, the same shall be notified to you as and when required under applicable laws. Notwithstanding what is stated in the immediately preceding sentence, it is your responsibility to review the privacy policy and /or Terms of Use of the Website for modifications/updates and analyze its impact on yourself. We also reserve the right to, at any time, modify or discontinue the Services (or any part or content thereof) without notice. We shall not be liable to you or to any third party for any modification, suspension or discontinuance of any or all of the Services.
- 3.2 In the event that any update/modification to the Website Use of Term is not acceptable to you, please feel free to email us at info@bharatpetroleum.in and if we are unable to address your concerns, please refrain from using the Services (or any portion thereof). Your continued use of the Services (or a part thereof) will be deemed to mean that you accept and agree to be bound by such Terms of Use.

4. USE OF THE WEBSITE:

- 4.1 You may view and access the content available on the Website solely for the purposes of availing the Services, and only as per these Terms of Use.
- 4.2 For using or accessing some of the Services, you may be required to create an account on the Website and/or provide personal information, including sensitive personal information, as the case may be.
- 4.3 You agree and confirm that:

- (i) You shall provide accurate, truthful, current and complete information while logging in to, or using your account to access our Services or the Website;
 - (ii) You shall use any or all of the Services provided by BPCL only for the purposes that are permitted by and are in accordance with (i) the Terms of Use and Privacy Policy and any other policy that may be applicable, and (ii) applicable law, and not for any fraudulent or illegal purposes;
 - (iii) In all your dealings through the Website, you shall:
 - (a) Maintain and promptly update your account information;
 - (b) Maintain the security of your account on the Website and restricting access to your account and your device;
 - (c) Promptly notify BPCL by sending an email to info@bharatpetroleum.in if you discover or otherwise suspect any security breaches relating to your account or the Website;
 - (d) Take responsibility for all activities that occur under your account on the Website and accept all risk of unauthorised use of or access to the same. BPCL does not undertake any liability for any unauthorised use of your account and password, and you shall be liable to indemnify BPCL for the consequences resulting from such unauthorised use of your account and password (including any loss, damage or expense suffered or incurred by BPCL or its affiliates/business partners/vendors); and
 - (e) Not upload any content prohibited under the applicable law, and/or designated as “Prohibited Content” under Clause 5 of these Terms of Use.
- 4.4 You authorise BPCL to (i) use information you submit to contact you, (ii) maintain a record of your queries, website visits, and/or feedback, (iii) share information related to you in accordance with the Privacy Policy applicable to the Website, and (iv) monitor your downloads and usage of the Services and the contents thereof as well as measure the performance of our software and applications through telemetry, in order to analyse usage trends to enable effective and efficient usage of the Services.
- 4.5 You acknowledge, consent and agree that BPCL may access, preserve and disclose your account information and content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over BPCL or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of BPCL, its employees, its Users and/or the public. BPCL shall also be entitled to preserve such information and associated records for production to governmental authorities for investigation or other legal purposes, as per law.
- 4.6 We reserve the right (but shall not be obliged) to confirm and validate the information and other details provided by you in the course of use of the Services. If upon such confirmation any detail furnished by you, is found or is reasonably believed, to be inaccurate, false, misleading or fraudulent, we shall have the right to debar you from using the Services (or any part thereof) without any intimation to you and we assume no responsibility. For clarity, it is understood that BPCL shall not be liable for any consequences or losses suffered by you on account of such action. Such action shall not limit BPCL’s right to remedies available otherwise under any contractual arrangement with you or under law.

5. PROHIBITED CONTENT

- 5.1 As mandated by the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, and to the extent it is applicable to the User of the Website, in the use of the Services, you are not permitted to host, display, upload, send, modify, publish, transmit, update or share any information, that:
- (i) Belongs to another person and to which the user does not have any right;
 - (ii) Is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
 - (iii) Is harmful to child;
 - (iv) Infringes any patent, trademark, copyright or other proprietary rights;
 - (v) Violates any law for the time being in force;
 - (vi) Deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
 - (vii) Impersonates another person;
 - (viii) 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 cognisable offence or prevents investigation of any offence or is insulting other nation;
 - (ix) Contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource; or
 - (x) Is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.
- 5.2 You are also prohibited from:
- (i) Violating or attempting to violate the integrity or security of the Website;
 - (ii) Transmitting any information on or through the Website that is disruptive to the provision of the Services provided by BPCL;
 - (iii) Attempting to decipher, decompile, disassemble or reverse engineer any part of the Website or Services or features thereof;
 - (iv) Framing or hotlinking or deep linking any contents from the Website;
 - (v) Accessing or tampering with the non-public areas of the Website and BPCL's computer systems, or the technical delivery systems of its providers;
 - (vi) Testing the vulnerability of the Website or breaching any security or authentication measures implemented by BPCL; or
 - (vii) Collecting, scraping or harvesting any personal information from the Website, using communication systems provided by the Website for any commercial solicitation purposes, or soliciting for any reason whatsoever any Users of the Website.
- 5.3 We, upon obtaining knowledge by ourselves or having been brought to actual knowledge by an affected person or any User in writing or through email about any such information as mentioned above, shall be entitled to disable your access. We shall also be entitled to preserve information and associated records of such actions for production to governmental authorities for investigation purposes, as per applicable laws.

- 5.4 You understand that all content on the Website, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such content originated. This means that you are solely responsible for all content that you upload, post, email, transmit or otherwise make available through the Services, and you bear all risk for the same. BPCL does not control the content posted through the Services and, as such, does not guarantee the accuracy, integrity or quality of such content. You may report any content or Users that you believe violate the Terms of Use by [following the Website's in-built reporting mechanism], or by writing to us directly at (info@bharatpetroleum.in).
- 5.5 You also acknowledge that BPCL does not pre-screen content, but that BPCL shall have the right (but not the obligation) in its sole discretion to review, refuse, delete or remove any User account or content that is available through the Services for any reason. In any case, to the extent permitted by law, BPCL shall not be liable for any content that is posted on the Website.
- 5.6 BPCL shall have the right to remove any User account or content if (i) we receive a complaint from another User; (ii) we receive a notice of intellectual property infringement; (iii) we receive any legal instruction for removal (including but not limited to any notice, instruction or order by any regulatory or governmental body to remove, suspend or delete any User account or content); or (iv) if such User account or content is otherwise found to be objectionable or violates these Terms of Use. We may also block delivery of any communication to or from the Services as part of our effort to protect our Services or Users, or otherwise enforce these Terms.

6 FEES AND PAYMENTS

- 6.1 Any consideration to be paid for the provision of our Services will be in accordance with payment schedules contained in the respective contract with us.

7 THIRD PARTY SERVICES

- 7.1 The Website may contain links to third party Services, and give you the ability to access such third party websites, products, and services, however, such action may be subject to the terms and conditions of such third-parties and BPCL will bear no responsibility (i) for such services, or (ii) for your use of such services. The inclusion or exclusion of the link does not imply any endorsement by BPCL of any such websites or applications, the service provider, or the information on the websites or applications. You agree that we are not responsible for the availability of services, and content provided on, third party websites. The User is requested to peruse the policies and Terms of Use posted by third party websites regarding privacy and other topics before use. You agree and understand that the terms and conditions of use of these websites are not under BPCL's control. BPCL has no responsibility for these websites, applications or content available on these links.
- 7.2 You acknowledge and agree that at no time are we making any representation or warranty regarding any products, Services, or content processed or analyzed by any third party service nor will we be liable to you for any consequences or claims arising from or in connection with the Services provided by third party service providers. You hereby disclaim and waive any rights and claims you may have against us with respect to products or Services or content of a third party service provider.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 As long as you comply with the Terms of Use, we grant you a personal, non-exclusive, non-transferable, and limited right to access the Website and use the Services in accordance with these Terms, and the contractual agreement you sign with us, if applicable.

- 8.2 These Terms are an electronic record in terms of the Information Technology Act, 2000, the applicable rules thereunder (as amended from time to time) and the provisions pertaining to electronic records in various statutes/rules. These Terms are also published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.
- 8.3 All content present on the Website is the exclusive property of BPCL. The software, text, images, graphics, video and audio used on the Website belongs to BPCL. No material from this Website may be copied, modified, reproduced, republished, uploaded, transmitted, posted or distributed in any form without the prior written permission from BPCL. Unauthorized use of the materials appearing on the Website may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties.
- 8.4 We may allow the submission or distribution of any content created by Users (“**User Generated Content**”) on or through the Services, including any suggestions, feature requests, evaluation results, feedback, or other input in relation to any aspect of the Services that you provide to BPCL. By submitting or distributing User Generated Content on or through the Services, you grant us royalty free, worldwide, perpetual and exclusive license to use, copy, distribute, download, display, transmit, and publish such User Generated Content for the purposes of operating or improving the Services, sharing or storing such User Generated Content with third parties in accordance with the Terms of Use and the Privacy Policy, in all formats, through any medium, and with any technology, irrespective of whether you continue to use/avail our Services. It is further clarified that BPCL does not warrant, endorse, guarantee, or assume responsibility for any User Generated Content, and you agree to allow BPCL to use the submissions made by you, including but not limited to written content, etc. for promotional, publicity, feedback and other such purposes. All rights will be reserved by BPCL for usage of such submissions.

9 CONSENT TO ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

- 9.1 By providing your personal information on the Website, you give consent to receive service, transactional and/or commercial communications, notices and information from us electronically, whether sent by e-mail, messaging services, or through other electronic means. Electronic communications shall be deemed to have been received by you when we send the electronic communication at the email address/mobile number provided by you and maintained in our records, or when we post the electronic communication on the Website. Further, you agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

10 OUR RESPONSIBILITIES

- 10.1 BPCL may subcontract any part or parts of the Services that we provide to you from time to time and we may assign or novate any part or parts of our rights under the Terms of Use and/or Privacy Policy without your consent or without any requirement to notify you.
- 10.2 While BPCL endeavors to provide the Services on par with industry standards and technology support at all times, we assume no responsibility, and shall not be liable for, any damage caused by viruses, Trojan horses or any other form of malware, adware and other malicious programs that may infect your computer system, mobile phone or any hardware or software used by you to access or use the Services. You are expected to use adequate anti-virus software and firewalls in your device, to guard against possible attacks by all kinds of malicious software.

- 10.3 BPCL may seek feedback of Users relating to the use of the Services and we endeavour to improve the Services based on such feedback at regular intervals.
- 10.4 In the event you are facing any technical or access issues relating to the Services, you should reach out to the technical support team of BPCL using the support tool or by sending an email at (info@bharatpetroleum.in).

11 REPRESENTATION AND WARRANTIES

- 11.1 The Website, and all content, materials, information, software, products and Services provided on the Website, are provided on an "as is" and "as available" basis.
- 11.2 BPCL does not provide any representations and warranties (whether express or implied) with respect to the Services (including without limitation, any warranties or merchantability, timeliness, accuracy, completeness, or fitness for a particular purpose or with respect to any information, data, statements or products made available on the Website, or non-infringement). BPCL does not warrant that the services, including any data, information, content, intellectual property, and documents provided to you are free of errors or defects, or that the aforementioned will be corrected subsequently. BPCL shall not be responsible for any damage, losses, injury, suffered by you in connection with or related to your use of the Services or the Website.

12 DISCLAIMERS

- 12.1 Due to the vagaries that can occur in the electronic distribution of information, there may be delays, omissions, or inaccuracies in the content or Services provided on or through the Website or delay or errors in the functionality of any or all of the Services. While the Website endeavours to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability thereof for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- 12.2 The Website periodically conducts scheduled maintenance and upgradation exercises for the Services which may impact the performance of the Services and some functions and features may not be fully operational during those periods. Such maintenance and upgradation exercises will be conducted with the Website making reasonable efforts to provide you with a prior notification in respect of the same.
- 12.3 While every effort is made by the Website to keep the Services up and running smoothly, the Website takes no responsibility for, and will not be liable for, the Services being temporarily unavailable due to technical issues beyond our control. BPCL disclaims any and all liability for any damage (including, but not limited to, damages for lost profits, business interruption and loss of programs or information), injury, suffered by you, in connection with or related the use of or inability to use Website, or any information provided on the Website, or in the products any claim attributable to errors, omissions or other inaccuracies in the product or interpretations thereof.
 - 12.3.1 You shall be fully liable and responsible for, your compliance of these Terms of Use. While BPCL takes all reasonable efforts to ensure smooth functioning of the Website and the Services, BPCL is not responsible for the failure of any third party software or features to function and operate optimally.

- 12.3.2 BPCL is also not liable or responsible for (i) any unauthorised access to or use of the Services, including by individuals below the age of 18; (ii) any content that you may download or view; or (iii) data theft and other unauthorised activities that may occur if your device is hacked or stolen by any third party.

13 LIMITATION OF LIABILITY

- 13.1 In the event of a technical issue arising due to reasons solely attributable to BPCL, it shall strive to resolve such issue within a reasonable time period from the day when such issue is brought to its notice, in any event no later than the time prescribed under law. However, BPCL shall not be liable for any direct, indirect, special or consequential damages, caused/arising out of any losses or liability due to: (i) your use of or reliance on the Services; (ii) your inability to access or use the Services due to your non-compliance with these Terms, the Privacy Policy, or any additional terms; (iii) any transaction or relationship between you and any third-party service provider; (iv) defaults / reasons attributable to any third-party service providers that are providing services to BPCL; (v) any events beyond our reasonable control, including force majeure events, or (vi) any unauthorised act of third-party service providers engaged by BPCL.
- 13.1 We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely in accordance with applicable laws. However, we cannot be held liable in the, unlikely, event of a breach in our secure computer servers or those of third parties.
- 13.2 The Website regularly undertakes feedback of Users relating to the use of the Services and we endeavor to improve the Services based on such feedback at regular intervals. However, we do not assure that feedback of all Users will be accommodated while performing changes to the Services.

14 CHOICE OF LAW AND DISPUTE RESOLUTION

- 14.1 The Terms of Use of the Website and your use of the Services shall be governed by, and construed in accordance with the laws of India, including without limitation, the Indian Contract Act, 1872, the Information Technology Act, 2000 and the rules, regulations, guidelines and clarifications framed thereunder and without reference to principles of conflicts of law. The courts or tribunals at Mumbai shall have exclusive jurisdiction over any dispute arising from or relating to these Terms of Use, or your usage of the Services. You expressly consent to the jurisdiction of the said courts/tribunal and irrevocably waive any objection now or in future, to such jurisdiction based on forum non-convenience or any other basis.

15 INDEMNITY

- 15.1 You agree to defend, indemnify and hold harmless the Website, its affiliates, service providers, each of their respective directors, and officers and employees, from and against any and all claims, losses, liability, damages, and/ or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) your access to or use of the Services; (b) your violations of any of the Terms of Use of the Website; (c) your violation of any rights of any third party (including, without limitation, the providers of third party websites, applications or services), including infringement of their intellectual property rights; and/or (d) your conduct in connection with the Services.

16 SEVERABILITY

- 16.1 If any provision of the Terms of Use of the Website, is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from the remaining Terms of Use of the Website, as the case may be, and shall not affect the validity and enforceability of any such remaining provisions.

17 COMPLAINTS / GRIEVANCE REDRESSAL

- 17.1 We are committed to providing excellent user experience. Therefore, we attend to User complaints with diligence. We aim to respond to your complaints within a reasonable period, in any event no later than the time period prescribed by applicable laws. All complaints and feedback in relation to the Terms of Use of the Website and/or the Services should be addressed to our Grievance Officer.

The Grievance Officer can be contacted at:

Name: Pravin Kuhikar, Sr. Manager Information Services (PR & Brand)

Email Address: pravink@bharatpetroleum.in

Contact Number: 022-2271 3332

Address: Bharat Bhavan 1, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400 001

*** Terms of Use last updated on 23rd November 2022.**