

Terms & Conditions

These terms and conditions ('T&C') are an electronic record document as specified under the provision of the Information Technology Act, 2000 (**'act'**) with respect to electronic records in the act; and rule 3(1) of the information technology (intermediaries' guidelines) rules, 2011 that require publishing the terms of use, rules and regulations, privacy policy and user agreement for access or usage of our website <https://renewshare.com/> (Hereinafter referred to as the "**website**"). This electronic record document is computer generated and does not require any physical or digital signatures.

The website is an internet-based marketplace owned and operated by Artha Energy Resource LLP, a limited liability partnership firm incorporated under Limited Liability Partnership Act, 2008 having its registered office at 5, Surya Mahal, 1st Floor, Burjorji Bharucha Marg, Fort, Kala Ghoda, Mumbai - 400 001, Maharashtra, India (hereinafter, referred to as "**we**", "**us**", "**our**" and "RenewShare ") that acts as an aggregator and intermediary between THE USER AND THE ASSET OWNER (SPVS); FURTHER RenewShare SPECIFIES THAT IT IS in the business of providing website, **PLATFORM(S)** AND OTHER ANCILLARY COMPUTER, INTERNET, AND INFORMATION TECHNOLOGY INFRASTRUCTURE RELATED SERVICES (**'SERVICES'**) TO THE USERS AND THE SPV'S (as defined herein below).

For the purpose of this T&C: "**you**", "**your**" or "**user**" shall deem to mean and include and refers to any natural or legal person (whether a registered user or otherwise) who accesses the website, its contents and uses the services offered by RenewShare on or through the website. has registered on the Website to avail services offered by RenewShare and to purchase fractional or whole shares in various Renewable Energy Assets as listed and offered by various SPV on the website. Special Purpose Vehicle ("**SPV**") shall deem to mean and include the legal entities that are absolute owners of or are lawfully assigned absolute claim rights title and interest in various renewable energy assets ("**ASSETS**") listed by them on the website by availing RenewShare services: and further the SPV intends and desires to raise investments in and for the aforesaid assets by offering fractal ownership of the SPV via equity or other securities contracts or any other legal options as permissible by the competent authorities from time to time, as they deem fit and appropriate.

Your use of our website and its related sites, services and tools is governed by this T&C as contained in this agreement applicable to the Website ("**T&C**"). By using the Website, you have impliedly agreed and accepted these T&C. If you do not agree or are not willing to be bound by the terms and conditions of these T&C (and the rules and policies displayed on the Website), please do not click on the ["Accept"] button and do not seek to obtain access to or otherwise use the Website. As long as you comply with the provisions of these T&C, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

If you do not agree to these T&C, you agree that your sole and exclusive remedy is to discontinue using the Website. Your compliance with this T&C is a condition to your right to access the Website. Your breach of any provision of these T&C will automatically, without the requirement of notice or other action, revoke and terminate your right to access the Website.

1. REGISTRATION ON THE WEBSITE

You must be at least 18 (eighteen) years of age or older (in case you are an individual), have a sound mind and not debarred by any law to contract in order to access and use the Website. If you use the Website or the Services on behalf of someone else (including but not limited to, as a legal representative of another individual or an entity, you must be authorized by such individual or entity. Our website is accessible to children under the age of 18 (eighteen), however RenewShare strongly encourages parents and guardians to supervise the online activities of their minor children and consider using parental control tools. These tools also can prevent minors from disclosing their name, address, and other personally identifiable information online without parental permission.

The Website and the offerings therein are intended only for registered Users who have completed the registration process and completed the KYC (Know-Your-Customer) requirements set out on the Website. A User must agree to become a member of the Website by providing 'Registration Data' (as set out on the Website) while registering on the Website and accept these T&C. The use of the Website is offered to you conditioned on your 'Acceptance' of all the terms, conditions and notices contained in these T&C. Upon 'Acceptance', these T&C will be effective and binding upon you along with any amendments made by website at its sole discretion and posted on the Website and you will not claim invalidity of these T&C merely on the grounds that this MOU is being concluded electronically. For the aforesaid purposes, 'Acceptance' will mean your affirmative action in clicking on ["Accept"] button as provided on the registration page or any act which reflects your use of the Website, or the services provided by the Website or any such other actions that implies your acceptance.

Upon completion of the registration process, the User will be allocated a unique identification username ("**User ID**") to become Registered User. Further, the User may be required to enter the unique one-time password ("**OTP**") issued by RenewShare to the User for authentication of your User ID each time he/she/it intend(s) to use the Website.

You will be responsible for all activities that occur under your User ID or account. RenewShare will not be liable to any person for any loss or damage which may arise as a result of any failure by the User to protect their User ID and/or the OTP. You undertake to immediately notify RenewShare of any unauthorized use of your account or any other breach of security. You undertake to not sell or otherwise transfer your account/ User ID or allow any third party to use or access your user account. RenewShare reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.

You confirm and acknowledge that by registering on the Website, you authorize and consent to RenewShare sending promotional and marketing content to you through emails, phone calls, short message service or other electronic and non-electronic mode of communication, and no such communication shall be deemed to be in violation of law relating to unsolicited commercial communication.

You agree to provide your explicit consent to fetch your credit data from Experian CIC on a monthly basis.

2. USER RIGHTS ON THE WEBSITE

These T&C govern your access and use of the Website, which includes any images, text, illustrations, designs, icons, photographs, programs, music clips, downloads, systems and methods of trading, video clips, graphics, user interfaces, visual interfaces, information, data, tools, products, written materials, services and other content (together, "**Content**"), including but not limited to the design, structure, selection, coordination, expression and arrangement of the Content available on or through the Website.

RenewShare grants you a limited right to use the Website. The individual user will not use the Website in any way that is fraudulent or unlawful. Your right to use the Website is subject to your agreement to abide by these T&C in their entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Website. At any time and for any reason RenewShare may revoke your right to use all or any portion of the Website.

The Website and the Content is not intended for distribution to, or use by, any person or entity in any jurisdiction or country outside India.

3. OWNERSHIP OF MATERIALS ON WEBSITE

You may download or copy Content only to the extent such download is expressly permitted in writing on the Website. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Content, the Website or any related software.

Nothing on the Website will be interpreted as granting any license or right to use any image, trademark, trade dress, logo or service mark on the Website. Anything transmitted to the Website by you becomes RenewShare's property and may be used by us for any lawful purpose. RenewShare reserves all rights with respect to copyright and trademark ownership of all material on the Website and will enforce such rights to the full extent of the law.

Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by RenewShare or by third parties who have licensed their materials to RenewShare and are protected by Indian and international copyright laws. The compilation of all Contents on the Website is the exclusive property of RenewShare and is also protected by Indian and international copyright laws.

The Website, including all Information, is owned by or licensed to RenewShare and is subject to and protected by various intellectual property rights, including but not limited to copyright, trade secrets, trademarks, service marks, brand names and other proprietary rights whether under contract, statute or any similar provisions ("**IP Rights**"). All IP Rights are and will remain the exclusive property of RenewShare, its respective third-party licensors or third parties to whom it is attributed and in using the Website individual users will not obtain any rights, title or other interest in or to any information on the Website or related IP Rights. Subject to the above, individual users are entitled to view the Information on the Website and to copy and print such information for personal use. Individual users are not permitted to sell or distribute or otherwise deal with the Information on the Website or any deviations of such information without the prior written consent of RenewShare.

4. WEBSITE SECURITY

You may not violate or attempt to violate the security of the Website. Tampering with any portion of the Website, providing untruthful or inaccurate information, misrepresenting your identity, or conducting fraudulent activities on the Website, whether or not through the use of agents, are prohibited and constitute a breach of these T&C.

You are prohibited from violating or attempting to violate the security of the Website.

You agree to, amongst others, not to (a) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website; (b) access the Website in order to build a similar or competitive service; (c) copy, reproduce, distribute, republish, download, displayed, poste or transmit in any form or by any means, any Content of the Website (d) use the Website in any way that causes, or may cause, damage to the RenewShare, the Website, its Users or impair the availability or accessibility of the Website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; (e) abuse, harass, impersonate, intimidate or threaten other Users; (f) post or transmit, or cause to be posted or transmitted, any content that is harmful, infringing, libellous, defamatory, abusive, offensive, obscene, pornographic, paedophilic, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or otherwise violates any applicable law or right of any third party; or that 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 is insulting any other nations; (g) use the Website for any unauthorized purpose, or in violation of any applicable law or these T&C; (h) post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain access to another User's account, or private information from any User; (i) infringe upon the IP Rights of RenewShare or any third party; (j) submit comments linking to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content; (k) post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, trojan horse or other code with malicious, disruptive and/or destructive features, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, including the Website; (l) use any robot, spider, scraper, sniping software or other automated means to access the Website for any purpose; (m) conduct any systematic or automated data collection activities on or in relation to the Website (n) use the Website or any Content any part of it to transmit or send unsolicited commercial communications, or for any other purposes related to marketing; (o) reverse engineer, frame, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software obtained from or part of the Website; (p) disable, remove, defeat, or avoiding any security device or system, including, without limitation, any login functionality used to authenticate Users; (q) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (r) attempt to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (s) remove any notices, warnings, labels, annotations or instructions from any portion of the Website or any related material, including, without limitation, any patent, trademark, copyright, or other

proprietary notices or license provisions; or (t) otherwise invading the privacy of, obtaining the identity of, or obtaining any personal information about any user of the Website.

Any violations of system or network security including attempts to intentionally access a computer without authorization or exceed your authorized access level may result in civil and criminal charges, including but not limited to charges under applicable laws. RenewShare may investigate occurrences that might involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. We may, without prior notice or warning of any kind, restrict or terminate the access of any and all users to the Website if we reasonably conclude that such restriction or termination is necessary to prevent, or prevent the further spread, of a virus, security breach or system malfunction.

The Website may contain certain links. Activating links on the Website may cause individual users to leave the Website. Such links are provided solely for individual users' convenience and information. RenewShare has not reviewed any of the websites linked with or connected to the Website and using links on or to the Website is at each individual user's own risk.

5. NO OFFERS OR RELIANCE

The Website has been prepared solely for purposes of information. The information available on the Website is for convenience of presentation and under no circumstances should the Website be used or considered as an offer to sell or the invitation or solicitation of an offer to buy any asset listed on the Website. Before making a decision with respect to purchasing any asset, Users are advised to carefully read the related final documentation. Further, RenewShare does not give or offer any business advice, investment advice, tax or legal advice to anyone using this Website. Accordingly, Users are advised to consult with their tax, legal and financial advisors and carry out their own due diligence with respect to purchasing any asset.

Nothing contained on the Website must be relied upon as a promise or representation as to past or future performance. The Website may contain forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "targeted," "projected," "underwritten," "estimates," "predicts," "potential," or "continue" or the negative of these terms or other comparable terminology. These forward-looking statements include, but are not limited to, statements concerning the company, property, risk factors, plans and projections. Forward-looking statements are subject to various risks and uncertainties. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. None of RenewShare, the issuer nor any other person or entity assumes responsibility for the accuracy and completeness of forward-looking statements. Users should conduct their own due diligence and not rely on the financial assumptions or estimates that are displayed on the Website. Assets displayed on the Website are not bank deposits, are not insured and are not guaranteed by RenewShare, and may lose value.

6. LIMITATION ON LIABILITY

BY USING THE WEBSITE, YOU EXPRESSLY AGREE THAT SUCH USE IS AT YOUR SOLE RISK. THE WEBSITE AND RELATED SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS.

NEITHER RENEWSHARE NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, DESIGNERS, CONTRACTORS, DISTRIBUTORS, MERCHANTS, SPONSORS, LICENSORS OR THE LIKE (COLLECTIVELY, "ASSOCIATES") WARRANT THAT USE OF THE WEBSITE OR RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

RENEWSHARE AND ITS ASSOCIATES ACCEPTS NO RESPONSIBILITY FOR UPDATING ANY PARTY OF THE WEBSITE OR THE CONTENT THEREIN. UNDER NO CIRCUMSTANCES WILL RENEWSHARE OR ITS ASSOCIATES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, COMMUNICATIONS LINE FAILURE, INTERNET FAILURE OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE WEBSITE, CONTENT, INCONVENIENCE OR DELAY. THIS IS TRUE EVEN IF RENEWSHARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

7. WARRANTY

NEITHER RENEWSHARE NOR ITS ASSOCIATES WARRANT THE ACCURACY, INTEGRITY, COMPLETENESS, AVAILABILITY OR TIMELINESS OF THE CONTENT PROVIDED ON THE WEBSITE OR THE MATERIALS OR SERVICES OFFERED ON THE WEBSITE NOW OR IN THE FUTURE. RENEWSHARE AND ITS ASSOCIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE WEBSITE, INFORMATION ON THE WEBSITE OR THE RESULTS OBTAINED FROM USE OF THE WEBSITE OR RELATED SERVICES.

8. REPRESENTATIONS AND WARRANTIES

By Using this Website, you represent and warrant that:

1. You are a citizen of India or, in case of juridical persons, are formed under the applicable laws of India; or you are a natural person or juridical person who is not restricted or prohibited to use this Website under the laws of your country of origin/incorporation.
2. You are 18 years of age or older or are represented by an adult and that your use of the Website will not violate any applicable law or regulation.
3. During registration as a User on the Website, you have provided information, which is true, accurate, current, complete and updated about yourself; and
4. You will use the Website solely for your personal and non-commercial use. Any use of this Website or its content other than for personal purposes is strictly prohibited and will be prosecuted.

9. THIRD PARTY CONTENT AND LINKED WEBSITES

References on this Website to any names, marks, products or services of third parties, or hypertext links to third party websites or information or Content provided by third parties, are provided solely as a convenience to you and do not in any way constitute or imply our endorsement, sponsorship or recommendation of the third party, its information, materials or services. We are not responsible for the practices or policies of such third parties, nor the Content of any third-party sites, and do not make any representations regarding third party materials or services, or the Content or accuracy of any material on such third-party sites. If you decide to link to any such third-party sites, you do so entirely at your own risk.

10. COVENANTS BY USER

When communicating with RenewShare through digital media, please conduct a self-due diligence and:

1. confirm you are visiting the authorised website.
2. maintain confidentiality of your User ID and OTPs. RenewShare's Website is private, available only to Users through secure log-in procedures. Apart from allowing you to use your User ID and OTP to enter the Website, RenewShare or its representatives will never ask you for your User ID and/or OTP.
3. Do not communicate or deal with personnel who are not affiliated with RenewShare.
4. Do not send emails to anyone with an address other than the authorized RenewShare e-mail addresses. RenewShare does not permit our employees and authorized representatives to send or receive work related emails from personal accounts or any other address.

11. EFFECT ON OTHER AGREEMENTS

Nothing contained in these T&C is intended to modify or amend any other written agreement you may have with RenewShare or other Users of the Website ("**Other Agreements**") if any, that may currently be in effect. In the event of any inconsistency between these T&C and any Other Agreements, the Other Agreements will govern. Some pages within the Website contain supplemental terms and conditions and additional disclosure and disclaimers, which are in addition to these T&C. In the event of a conflict, the supplemental terms and conditions and additional disclosures and disclaimers will govern for those sections or pages.

12. INDEMNITY

You agree to indemnify and hold harmless RenewShare and (as applicable) its subsidiaries, affiliates, third-parties and their respective shareholders, officers, directors, agents, and employees, from any losses, liabilities, damages, costs and expenses, claims or demand, or actions including reasonable attorneys' fees asserted against or incurred by RenewShare, made by any third party arising out of your breach or non-performance of terms of these T&C, or the documents they incorporate by reference, or your violation of any law, rules or regulations or the rights of a third party.

13. CHANGES TO THESE TERMS

We reserve the right to update (change, modify, add and/or) these T&C from time to time, at our sole discretion, to reflect our organisation's initiatives, changes in the law or technology or changes in our practices. When we update these T&C, we will intimate you of the amendments on your email address or on the Website. If you do not agree to the amendments, please do not use the Website any further. By continuing to use the Website, you will be deemed to have consented to the latest version of these T&C.

14. MISCELLANEOUS

a) General

None of the provisions of these T&C will be deemed to constitute a partnership or agency between you and RenewShare and you will have no authority to bind RenewShare in any manner whatsoever.

b) Notices

All notices and other communications required or permitted hereunder to be given to a party will be in writing, in the English language, and will be sent via e-mail and mailed by prepaid internationally-recognized courier and Registered AD POST or otherwise delivered by hand or by messenger, addressed to such party's address as set forth below or at such other address as the party will have furnished to the other party in writing in accordance with this provision.:

If to RenewShare: at the email specified in the Contact us Section of <https://renewshare.com/>

If to You: At the email address provided by You.

(Note: a legal notice served only via an Email shall not be considered as a formal notice, but merely an intimation unless it specifies concerns with respect to Data protection and privacy policy, in the aforesaid grievances RenewShare may request you to address the issue raised by you on your email to our grievance redressal team as and when applicable)

c) Severability

If any clause of these T&C is deemed invalid, void or for any reason unenforceable, such clause will be severable and will not affect the validity and enforceability of the remaining clauses of these T&C.

d) Entire Agreement

These T&C set forth the entire understanding and acts as a binding agreement between you and RenewShare with respect to the subject matter hereof further it shall be considered as an electronic record document as specified under the provision of the Information Technology Act, 2000.

e) Assignment

You as User of this Website cannot assign or otherwise transfer your rights or obligations under these T&C to any third party. RenewShare may transfer its rights and obligations (also known as "**assign**") under these T&C and does not mandatorily require your prior express consent, however RenewShare agrees that they may intimate you of such assignment information to the best of their efforts provided that such assignment may grossly impact your data protection rights by such assignment.

f) Arbitration

If any dispute arises between you and RenewShare during your use of the Website or thereafter, in connection with the interpretation, validity, implementation or alleged breach of any provision of the T&C, or the documents that are incorporated with you in your capacity of being User by of the Website or referring to the Website, the dispute will be referred to a sole Arbitrator who will be an independent and neutral third party identified by the disputing parties mutually, if the parties fail to appoint a sole arbitrator within a period of one month, only High Court of Bombay, Mumbai, Maharashtra, India shall have appropriate jurisdiction to decide on proceedings under Section 11 of the Arbitration & Conciliation Act, 1996 to appoint a sole Arbitrator. The place of arbitration will be Mumbai, Maharashtra. The arbitration proceedings will be in the English language and will be governed by Arbitration & Conciliation Act, 1996.

g) Governing Law

These T&C or the documents that are incorporated with you in your capacity of being User by of the Website or its content therein; will be governed and construed in accordance with the laws of India. Subject to clause of Arbitration above, all disputes arising under these T&C between you and RenewShare will be subject to the exclusive jurisdiction of courts at Mumbai, Maharashtra, India.