

## ATHER SUBSCRIPTION TERMS

Ather Energy Limited (Formerly known as Ather Energy Private Limited), a company incorporated under the Companies Act, 1956 and having its registered office at 3rd Floor, Tower D, IBC Knowledge Park, Bannerghatta Main Road, Bengaluru, Karnataka - 560029 (hereinafter referred to as “Ather”, offers Ather Subscription Plan (hereinafter defined) to its customers, users or subscribers (“Customer”) subject to this Ather Subscription terms (“Ather Subscription Terms”).

Ather offers one or more of the services set out hereunder in the form of various plans (“Ather Subscription Plans”) that a Customer may choose to subscribe from Ather.

All capitalized terms used under these Ather Subscription Terms, but not defined, shall have the same meaning as under the Purchase Terms. Ather Subscription Terms will deemed to be a part of the Consolidated Terms as defined under the Purchase Terms and accordingly, all the miscellaneous and other provisions that form a part of the Purchase Terms are incorporated herein and made a part of these Ather Subscription Terms as if fully set forth herein.

### 1. **ATHER SUBSCRIPTION PLAN**

The Customer can avail Ather Subscription Plans, that includes some or all of the following services (hereinafter referred to as “**Ather Services**”):

- 1.1 Data Enabled Services: Ather will provide data services whereby Customer may make use of the internet access provided on the Vehicle, and the internet plan offered by the various telecom access providers with whom Ather has partnered. Data services will enable the Customer to use the internet-enabled features on the Vehicle including navigation, Vehicle analytics, connectivity with the Ather mobile application, over the air updates (“**OTA(s)**”) and such other features which may be introduced by Ather from time to time. OTA updates as considered critical by Ather for the functioning of the Vehicle by the Customer may, at the sole discretion of Ather, continue to be provided, at no cost to the Customer, subject to the terms and conditions of the End User Licensing Agreement. The provision of data services shall always be subject to availability of the relevant telecom network. In the event that such a telecom network is not available for any reason whatsoever, Ather shall not be liable for any losses or damages,

whether direct or indirect to the Customer. It is also clarified that Ather may, at its discretion, charge separately for certain non-essential OTAs which are not a prerequisite for the functioning of the Vehicle and as such not all OTAs will be covered in Ather Subscription Plans.

The service plan offered under Ather Subscription Plans have varied features in relation to roadside assistance, etc. The Customer shall be offered only such services as may be provided in the service plans opted by the Customer or offered by Ather.

## 1.2 Roadside Assistance

- i. Roadside assistance shall be provided by Ather or its Retail Partner or their authorized partner to assist the Customer in the event Vehicle has suffered a breakdown and is unable to move. For the avoidance of doubt, it is clarified that the scope of Roadside Assistance shall be limited to scenarios provided in para (ii) below and the Customer should have an active Roadside assistance plan and/or should be an existing member of the applicable Ather Subscription Plan that contains Roadside Assistance, at the time of occurrence of the incident. In case if the Vehicle is to be towed to the service center, Customer may be required to accompany the Vehicle only in exceptional circumstances.
- ii. Roadside assistance shall include the following:
  - 1) Onsite support for fixing a punctured tyre. The cost of repairing the punctured tyre(s), including labour charges, will have to be borne by the Customer as per the rate card communicated by Ather's Roadside Assistance Team only.
  - 2) Breakdown of the Vehicle and which renders it immovable due to a malfunction of the Vehicle. The cost of replacing spare parts, including labour charges, as part of this activity will be borne by the Customer, unless otherwise covered under the warranty policy as applicable.
  - 3) The Vehicle is involved in an accident and is rendered immovable. However, if Ather's Roadside Assistance team is of the reasonable

determination that the Vehicle is not rendered immovable, Ather shall have the right to deny Roadside Assistance.

4) The battery of the Vehicle runs out of charge completely and is rendered immovable. Ather shall however only provide Roadside Assistance in aiding the Customer reach the nearest public charging station or customer's residence in case the public charging station is not in working condition.

## 2. EXCLUSIONS

2.1 Ather or its Retail Partner shall not provide any of the services as specified under said Ather Subscription Plan or other Ather Subscription Plans introduced by Ather in the event that Ather or its Retail Partner is unable to provide such services due to any Force Majeure Events. For the purpose of this clause, a force majeure event includes civil commotion, sabotage, lockout, strikes or labour disturbances, fire, flood, earthquakes, any other acts of God, explosion, break out of communicable disease, epidemic, pandemic, war, change of law or order by court or regulatory authority, acts of public enemies, quarantine restrictions, any action of the governmental authority or absence of usual means of communication or transportation, or any other cause whether of the same or of a different nature, unavoidable or beyond the control of Ather (each a "**Force Majeure Event**").

2.2 For any Vehicle that is continuing to run in a performance limited mode (or any equivalent mode, where the Vehicle performance is limited by design to ensure safety of the rider or of that of the Vehicle), roadside assistance will not be provided. The Customer is expected to reach his destination (or the nearest Ather Public Charging point in case of battery running low on charge) while riding in such mode before initiating any request for support.

2.3 Roadside assistance in cases of (i) damage to the Vehicle due to the acts or omissions of the Customer or any third party and/or (ii) damage caused due to use of the Vehicle other than in accordance with these Ather Subscription Terms by the Customer or any third party is not included as part of the Ather Subscription Services. In such cases, the Customer may request, and Ather or

its Retail Partner may, at its sole discretion, provide roadside assistance services at such rates and additional costs as prescribed by Ather from time to time.

2.4 Roadside Assistance Services will not be available for the first fifteen (15) days from the date of purchase of the subscription plan.

2.5 Ather in its sole and absolute discretion reserves the right to cancel the subscription in cases where a customer is found misusing the plan and RoadSide Assistance services.

### **3. Ather Subscription Plans fee**

3.1 In consideration of the Ather Subscription Services and the selected Ather Subscription Plans, the Customer shall be required to pay Ather, a non-refundable fee ("Ather Subscription Plans Fee") as published by Ather on its Website or as communicated by Ather from time to time in accordance with the following:

(a) Ather Subscription Plans Fee shall be payable in advance by the Customer.

(b) Payment towards the Ather Subscription Plans Fee may be made through the payment mechanism available through the Ather Channels. Ather utilizes services of third parties to enable the Customers to make the online payments and accordingly, the Customers shall be subject to the terms and conditions of such third parties.

(c) Ather may launch multiple Ather Subscription Plans that may collectively or individually include the services which will under this clause be subject to such rates as may be specified by Ather from time to time.

(d) Roadside Assistance services will be activated after fifteen (15) days from the purchase of the subscription plan.

3.2 It is clarified that a Customer shall not cancel/transfer the Ather Subscription Plans at any time. In case a Customer does not avail of or renew an Ather Subscription Plans, the services covered under such Ather Subscription Plans may be restricted. This includes but is not limited to the following:

(a) In the event of non-payment of the service and maintenance fee, any breakdown assistance provided by Ather or its Retail Partner, and any Vehicle maintenance performed by Ather or its Retail Partner shall be chargeable at such rates as may be specified by Ather from time to time.

3.3 If the Customer does not renew the Ather Subscription Service or a Ather Subscription Plans and a service to be provided pursuant to the Ather Subscription Plans lapses, Ather has the discretion to refuse the renewal of the Ather Subscription Plans or may insist on the Customer completing some condition, such as doing a paid maintenance to bring back the Vehicle to a condition that Ather Subscription Plans can be renewed. In case of non-agreement by the Customer, Ather has the right to refuse the renewal of the relevant Ather Subscription Plans.

3.4 Ather shall, at its discretion, either add and/or discontinue certain features available under the Ather Subscription Plans and shall have the right to change the nature of the plans and its payment structure from time to time.

3.5 In case Ather adds additional services into Ather Subscription Plans, non-payment of any applicable Ather Subscription Plans Fee may lead to appropriate restriction of services or applicability of chargeable rates for such services.

3.6 Ather may, at any time, with or without cause, have the right to cancel the Ather Subscription Plans purchased by the Customer. In the event of termination for breach committed by the Customer of any of the 'terms and conditions' of the Vehicle, Ather shall have the right to retain the Ather Subscription Plans Fee paid by the Customer. In case of cancellation of the Ather Subscription Plans by Ather for reasons other than Force Majeure and breach by the Customer, Ather shall be responsible for refund of the proportionate Ather Subscription Plans Fees to the Customer. Notwithstanding anything to the contrary contained in these Ather Subscription Terms, Customer shall indemnify Ather for all damages, costs, losses, liabilities and expenses suffered or incurred by Ather as a consequence of such breach. This shall be in addition to all remedies Ather may have against such Customer in law and in equity.

3.7 In any case of resale of the Vehicle by the Customer, Ather reserves the right to transfer the benefits arising out of or in connection with these Ather Subscription terms to the new customer subject to fulfillment of conditions under the Purchase Terms and as communicated by Ather in writing.

3.8 Ather reserves the right to collect personal information of the Customer including relevant data of the Vehicle including its movement from one place to another for better administration and rendering of Ather Subscription Services. Such information shall always be governed by the Privacy Policy as published on Ather's website and updated from time to time. Ather's Privacy Policy is incorporated in these Ather Subscription Terms by reference.

#### **4. OTHER TERMS AND CONDITIONS**

4.1 The Customer shall be solely responsible to read and understand these Terms.

4.2 Ather reserves the right to update/suspend/remove/edit these Terms from time to time. Your continued use of the Ather Vehicle, Ather Services, Ather Subscription Plans and/or the Ather Technology shall indicate Your acceptance of the revised Terms. You can access the latest version of these Terms on Ather website.

4.3 Ather may, in its sole and absolute discretion, can cancel, suspend, terminate any Customer's participation in the Program for breach of conditions related to this Program.

4.4 This Program will continue until discontinued, terminated, suspended, modified, converted to any other Program by Ather at Ather's sole discretion.

4.5 These Terms are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Bangalore, India.