

PURE ENERGY
PUR Energy Limited

Trademark Usage Guidelines
(External)

Guidelines for the correct use of PURE, PURE EV and PuREPower trademarks by external parties

PUR Energy Limited (formerly known as PUR Energy Private Limited)

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1. Introduction & Purpose

PUR Energy Limited (formerly known as PUR Energy Private Limited) (“PURE Energy”, “the Company”, “we”, “us”) owns a substantial portfolio of trademarks, service marks, word marks, logos, device marks, graphic symbols and icons across its PURE, PURE EV and PuREPower brands. These marks are among our most valuable assets: they identify the origin and quality of our products and services and carry the goodwill and reputation we have built.

These Guidelines explain how external parties, including dealers, distributors, channel and service partners, suppliers, resellers, marketplaces, media, publishers, developers, event organisers and members of the public, may and may not refer to or use PURE Energy trademarks. Their purpose is to protect our brands, avoid consumer confusion, and ensure our marks are always used correctly and lawfully.

Use of any PURE Energy trademark requires our prior written permission (see Section 11), except for limited truthful, referential use as described in Section 8. Following these Guidelines does not, by itself, grant you any right or licence to use our marks.

2. Scope & Who These Guidelines Apply To

These Guidelines apply to any use of PURE Energy trademarks in any medium, print, digital, packaging, signage, advertising, social media, audio-visual, merchandise, software, or any other form, anywhere the marks are seen or heard.

- They apply in addition to (and do not replace) any written agreement you may have with PURE Energy. If a signed agreement conflicts with these Guidelines, the agreement governs to the extent of the conflict.
- A current, illustrative list of our registered and applied trademarks is published at www.pureenergy.co.in/trademark and summarised in Annexure A. The list is not exhaustive; marks may be added or removed at any time.

3. Our Brands & Trademarks

PURE Energy operates three principal brand families:

- **PURE / PURE EV** – electric two-wheelers and related products and services (e.g., ETRANCE, ETRANCE NEO, ePluto 7G, ECODRYFT, ETRYST, XPLATFORM).
- **PuREPower** – energy-storage, inverter, battery and power-backup products and solutions.
- **PURE Energy / PUR Energy** – the corporate/house brand.

Registered vs. applied. The symbol ® denotes a trademark registered with the Indian Trade Marks Registry. The symbol ™ denotes a mark used as a trademark for which an application may be pending. Use the correct symbol for each mark as indicated in Annexure A / on our website, and never add ® to a mark that is not registered.

Key definitions

- **Trademark / mark** – any word, name, logo, symbol, device or combination that identifies the source of goods or services.
- **Word mark** – a mark consisting of text (e.g., “ePluto 7G”), independent of any particular styling.
- **Device / logo mark** – a mark consisting of a stylised design, logo or graphic.
- **Infringement** – unauthorised use of a registered mark, or a deceptively similar mark, on identical or similar goods/services.

- **Passing off** – misrepresenting goods/services as connected with PURE Energy so as to harm our goodwill (applies to unregistered marks too).

4. The Golden Rules (at a glance)

Always	Never
Use our marks only with prior written permission (except limited referential use).	Never register or attempt to register any PURE Energy mark, or a confusingly similar mark, name, domain or handle.
Use the exact spelling, styling and capitalisation of the mark.	Never alter, abbreviate, translate, transliterate, misspell, animate or create derivatives of a mark.
Use word marks as adjectives followed by a generic noun (e.g., “ePluto 7G electric scooter”).	Never use a mark as a noun, verb, or in the plural or possessive form.
Use only approved logo artwork, with correct colours and clear space.	Never recolour, distort, rotate, add effects to, or combine our logo with your own.
Include the correct ® / ™ symbol and the attribution notice (Section 7).	Never imply sponsorship, endorsement, affiliation or partnership that does not exist.

5. Using PURE Energy Word Marks

- **Use as an adjective, not a noun or verb.** Follow the mark with the generic product/service term – “ETRANCE NEO+ electric scooter”, not “an ETRANCE” or “to ETRANCE”.
- **Never pluralise or make possessive.** Write “ePluto 7G scooters” (pluralise the noun), not “ePluto 7Gs” or “ePluto 7G’s”.
- **Do not alter the mark.** No abbreviation, hyphenation changes, translation, transliteration, phonetic spelling, or merging with other words.
- **Keep the exact form.** Preserve capitalisation and spacing exactly (e.g., “PuREPower”, “ePluto 7G”, “ECODRYFT”).
- **Distinguish the mark.** Set it apart from surrounding text (initial capitals, or as styled) so readers recognise it as a brand.
- **First / prominent use.** On first or most prominent use, apply the correct ® or ™ symbol and include the attribution notice.

Examples, correct vs. incorrect use:

Correct	Incorrect
Buy an ePluto 7G electric scooter.	Buy an ePluto 7G. / Buy an ePluto.
ETRANCE NEO+ scooters are on display.	ETRANCE NEO+’s are on display. / ETRANCEs on display.
Accessories compatible with PURE EV scooters.	A PURE EV-style scooter. / PureEV scooter.
PuREPower energy-storage systems.	Purepower / PURE POWER / Pure-Power systems.

6. Using PURE Energy Logos & Device Marks

Logos and device marks may be used only with prior written permission and only using original artwork supplied by PURE Energy.

- Do not alter the logo in any way – no changes to colour, proportion, orientation, typeface or elements; do not add shadows, gradients, outlines or other effects.
- Maintain minimum clear space around the logo (at least the height of the primary letter/emblem) and respect the minimum legible size.
- Do not place the logo on busy, low-contrast or inappropriate backgrounds that impair legibility or reputation.
- Do not combine or “lock up” a PURE Energy logo with your own logo, name or other marks, or incorporate it into your own logo, product, packaging or template.
- Do not use any PURE Energy logo as the most prominent element on your materials, or in a way that suggests the material originates from PURE Energy.

7. Trademark Attribution Notice

Where our marks are used with permission, include an attribution notice in the credits/legal line of the material, for example:

Suggested attribution

“PURE, PURE EV, PuREPower, ETRANCE, ETRANCE NEO, ETRANCE+, ePluto 7G, ECODRYFT, ECODRIFT, ETRYST, ETRYST 350, ETRYST X, ETRYSTRebel, BATRICS FARADAY, PURE LITHIUM, PURE RANGE, POWER SLAB, RESOLUTE, E-ASTROID, AXEPOD, AXEPLICIT, PURESQUAD, PUREENERGY, XPLATFORM, THRILL MODE, CROSS OVER MODE, CHANGE IS PURE, PureLi, Drive Mode and the PURE / PURE EV / PuREPower logos are trademarks of PUR Energy Limited. All rights reserved.”

8. Limited Referential (Nominative) Use

You may make truthful, factual reference to PURE Energy and its products by name without prior permission only where all of the following are met:

- The reference is limited to the word mark in plain text (no logos), and only as much as is reasonably necessary to identify the product or service;
- It is accurate and not misleading, and does not imply any sponsorship, endorsement, affiliation, distributorship or partnership with PURE Energy;
- It does not damage, dilute or disparage the marks or the Company; and
- It complies with applicable law, including the comparative-advertising rules (comparisons must be truthful, fair and substantiated).

Any use beyond this, including any use of logos, any commercial/promotional co-branding, merchandise, or use that could suggest a connection with PURE Energy, requires prior written permission.

9. Prohibited Uses

The following are prohibited without express written permission and, in several cases, are prohibited entirely:

- Registering or using any PURE Energy mark (or a confusingly/deceptively similar mark) as a trademark, company/trade name, domain name, sub-domain, social-media handle, page, username, app name or hashtag;

- Using the marks in metatags, hidden text, paid-search keywords or ad copy in a way that diverts or confuses customers;
- Applying the marks to non-genuine, counterfeit, refurbished or unauthorised goods, spare parts, accessories or merchandise, or on packaging/invoices/warranty documents;
- Any use that is misleading, defamatory, disparaging, obscene, or that tarnishes or dilutes the marks or associates them with unlawful or objectionable content;
- Altering, morphing or creating derivative versions of any mark, or using look-alike/sound-alike imitations;
- Using the marks to imply endorsement, certification, authorisation, sponsorship or partnership that has not been granted in writing.

10. Guidance for Specific Audiences

Dealers, distributors & channel/service partners

Use the marks strictly in accordance with your dealer/partner agreement and PURE Energy's brand manual. Authorisation is limited to the term and scope of your agreement, is non-transferable, and ends automatically on termination or expiry, after which all use must stop.

Resellers & online marketplaces

You may use the relevant word mark truthfully to advertise genuine PURE Energy products you are authorised to sell. Do not use logos or brand imagery beyond product photos of genuine goods, and do not present your listing/store as an official PURE Energy channel unless authorised.

Media, press & publishers

You may use PURE Energy word marks in a factual, editorial context. For logos or brand assets for editorial use, contact legal@pureenergy.co.in. Do not use the marks to suggest PURE Energy endorses your publication or opinion.

Developers, accessory & solution providers

Do not name your product/app using a PURE Energy mark or a confusingly similar name. Descriptive, truthful "compatible with" / "for use with" statements may be permitted subject to Sections 8 and 11 and must not use our logos.

11. How to Request Written Permission

External parties willing to use any PURE Energy trademark must obtain prior written permission from PUR Energy Limited by writing to the relevant stakeholders at legal@pureenergy.co.in. Your request should include:

- Your name, organisation and contact details;
- The exact mark(s) you wish to use;
- The precise intended use, medium, geography and duration, with mock-ups/samples where possible.

Any permission granted will be limited to the specific use and scope approved, and is non-exclusive, non-transferable and revocable at any time. Use is permitted only after written permission is received, and must then comply with these Guidelines at all times. Silence or non-response does not constitute permission.

12. Enforcement & Reservation of Rights

PURE Energy actively monitors and enforces its trademark rights. We reserve the right, at our sole discretion, to review any use, to require corrections, and to withdraw permission at any time. Our failure to act against any particular use is not a waiver of our rights. All goodwill arising from use of the marks accrues solely to PUR Energy Limited.

13. Legal Consequences of Infringement, Civil, Commercial & Criminal Liabilities

Important: Unauthorised use, imitation, or registration of PURE Energy trademarks, whether done knowingly or unknowingly, can expose the violator to serious civil, commercial and criminal liability under Indian law. Civil infringement liability does not require intent: acting in “good faith” or without knowledge is generally not a defence to an injunction, damages or account of profits. The following is an overview under Indian law and is illustrative, not exhaustive.

A. Civil liability

- **Infringement of a registered trademark** – using an identical or deceptively similar mark on identical/similar goods or services is actionable under Section 29 of the Trade Marks Act, 1999. The registered proprietor has the exclusive rights conferred by Section 28.
- **Passing off** – even for unregistered marks, misrepresenting your goods/services as ours is actionable as passing off (Section 27 preserves this remedy), based on our goodwill, the misrepresentation, and resulting damage.
- **Reliefs a court may grant (Section 135):** permanent and interim (temporary) injunctions; damages OR an account of the infringer’s profits; and delivery-up and destruction of infringing goods, labels, packaging and dies/plates.
- **Powerful interim orders:** temporary injunctions under Order XXXIX, Rules 1–2 CPC (including ex-parte and “John Doe” / Ashok Kumar orders against unknown infringers), and Anton Piller-type orders appointing a Local Commissioner to search premises and seize infringing material.
- **Damages:** courts award compensatory and, in cases of wilful or repeated infringement, aggravated/punitive damages and costs of litigation, in addition to corrective-advertising and rendition-of-accounts orders.
- **Jurisdiction:** suits are filed before a District Court/Commercial Court (Section 134), and IP disputes are “commercial disputes” heard on an expedited basis under the Commercial Courts Act, 2015; a plaintiff may sue where it resides or carries on business.

B. Commercial & regulatory consequences

- Immediate termination of any dealership, distribution, service or partner agreement, and liability under contractual indemnity and penalty clauses;
- Liability for damage to PURE Energy’s goodwill and reputation, product recall/withdrawal of infringing materials, and corrective advertising at the violator’s cost;
- Take-down, delisting and blocking of infringing listings, pages, apps and content by e-commerce marketplaces, app stores and intermediaries (including under the Information Technology Act, 2000 and rules made thereunder);
- Cancellation or mandatory transfer of infringing domain names through .IN Registry’s INDRP or ICANN’s UDRP proceedings;
- Seizure, confiscation and destruction of counterfeit/infringing goods at the border by Customs under the IPR (Imported Goods) Enforcement Rules, 2007;
- Action for unfair/deceptive trade practices and misleading representation under the Consumer Protection Act, 2019, including penalties imposed by the Central Consumer Protection Authority (CCPA).

C. Criminal liability

Trademark offences under the Trade Marks Act, 1999 are cognizable, and the police are empowered to search premises and seize infringing goods and materials:

- **Section 103** (applying a false trademark/trade description, and related acts): imprisonment of six months up to three years, and a fine of ₹50,000 up to ₹2,00,000.
- **Section 104** (selling / providing goods or services bearing a false trademark or trade description): imprisonment of six months up to three years, and a fine of ₹50,000 up to ₹2,00,000.
- **Section 105** (enhanced penalty on a second or subsequent conviction): imprisonment of one year up to three years, and a fine of ₹1,00,000 up to ₹2,00,000.
- **Copyright in logo artwork:** unauthorised reproduction of a PURE Energy logo (an “artistic work”) also infringes the Copyright Act, 1957; criminal infringement under Section 63 carries imprisonment of six months up to three years and a fine of ₹50,000 up to ₹2,00,000.
- **Counterfeiting, cheating & forgery:** counterfeiting a trade/property mark, cheating and forgery are offences under the Bharatiya Nyaya Sanhita, 2023 (which replaced the Indian Penal Code, 1860; corresponding to former IPC provisions on cheating (§420), forgery (§§463–471) and false property/trade marks (§§481–489)), attracting imprisonment and fine.
- **Personal liability:** where the violator is a company/firm, the persons in charge of and responsible for its business (including directors/partners) may also be held personally liable.

Summary of principal criminal penalties:

Provision	Offence	Punishment
Trade Marks Act, 1999 – s.103	Applying a false trademark / trade description	6 months–3 years + ₹50,000–₹2,00,000 fine
Trade Marks Act, 1999 – s.104	Selling / providing goods or services with a false mark	6 months–3 years + ₹50,000–₹2,00,000 fine
Trade Marks Act, 1999 – s.105	Second / subsequent conviction	1–3 years + ₹1,00,000–₹2,00,000 fine
Copyright Act, 1957 – s.63	Reproducing an infringing logo (artistic work)	6 months–3 years + ₹50,000–₹2,00,000 fine
Bharatiya Nyaya Sanhita, 2023	Counterfeiting marks, cheating, forgery	Imprisonment + fine, as prescribed

D. “Knowingly or unknowingly”, why lack of intent is not a shield

For civil infringement and passing off, the violator’s intention or knowledge is largely irrelevant, an injunction, delivery-up and damages/account of profits can be ordered even against an innocent infringer, because the wrong is the unauthorised use itself. The narrow statutory “innocence” defence available in limited situations requires the user to prove that it took all reasonable precautions, had no reason to suspect the mark’s validity/ownership, and disclosed the source of the goods on demand, a high bar that rarely succeeds. Wilful or repeat infringement aggravates both civil damages and criminal punishment.

Disclaimer

This Section provides general information about potential legal consequences under Indian law and is not legal advice. The statutes, sections and penalties referenced may be amended from time to time, and their application depends on the specific facts. PUR Energy Limited reserves all rights and remedies available in law and equity, whether or not referred to here. Any dispute is subject to applicable Indian law and to the jurisdiction of the competent courts at Hyderabad, Telangana (or as otherwise provided in a written agreement).

14. Reporting Suspected Misuse or Counterfeiting

If you become aware of any unauthorised use, imitation or counterfeiting of a PURE Energy trademark, including counterfeit vehicles, batteries, chargers, spare parts or accessories, fake or unauthorised dealerships, or misuse online, please report it to corporate@pureenergy.co.in & legal@pureenergy.co.in with details and evidence (photographs, links, location). Reports may be made in confidence. Prompt reporting helps protect customer safety and the integrity of our brands.

15. Contact

Questions about these Guidelines, requests for written permission, requests for brand assets, or reports of suspected misuse should be sent to:

PUR Energy Limited, Legal / Intellectual Property Team

Email: corporate@pureenergy.co.in & legal@pureenergy.co.in

Website: www.pureenergy.co.in/trademark

Annexure A, Illustrative List of PURE Energy Word Marks

The following registered word marks are owned by PUR Energy Limited. Device/logo marks and the full registry (with application numbers, classes and status) are published at www.pureenergy.co.in/trademark. This list is illustrative and not exhaustive.

Word mark	Word mark	Word mark
E-TRYST [®]	E-ASTROID [®]	POWER SLAB [®]
ECODRIFT [®]	RESOLUTE [®]	ETRANCE NEO [®]
BATRICKS FARADAY [®]	ETRYSTREBEL [®]	PuRERange [®]
CHANGE IS PURE [®]	ECODRYFT [®]	EPLUTO 7G [®]
ETRANCE+ [®]	PURE EV [®]	AXEPOD [®]
AXEPLICIT [®]	PURESQUAD [®]	THRILL MODE [®]
CROSS OVER MODE [®]	CROSSOVER MODE [®]	PURE LITHIUM [®]
PURE RANGE [®]	PureLi [®]	Drive Mode [®]
ETRYST 350 [®]	PUREENERGY [®]	epluto 7G PRO [®]
epluto 7G MAX [®]	ETRANCE NEO+ [®]	ETRYST X [®]
ECODRYFT 350 [®]	XPLATFORM [®]	

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