



Terms of Service

1. Acceptance of Terms

1.1 Your use of Carnot's Hardware and Service (each as defined below) through its mobile applications, its website located at <https://www.carnot.co.in> ("the Site") and via other channels, is subject to this Carnot Terms of Service, together with the Carnot Privacy Policy and the Carnot Terms of Warranty and Refund (jointly "TOS").

1.2 By accessing or using the Service, Hardware and / or Site, you acknowledge that you have read, understood, and agree to be bound by these TOS. If you do not agree with this TOS, you must not use our Services.

2. Variations to the TOS:

2.1 We reserve the right, at our sole discretion, to revise, amend, change or modify this TOS at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. You agree that you will be subjected to the TOS as last revised.

2.2 Your continued use of our Services or Hardware after the date any such changes become effective constitutes your acceptance of the new TOS.

3. General:

By "we", "our", "us" or "Carnot" we mean our company, Carnot Technologies Private Limited, a company formed under the Companies Act, 2013 and by "you" we refer to the users of our products and Services.

4. Definitions:

4.1 "Content" shall include any data, reports, text images, sounds, video, media and content made available with your use of our Services.

4.2 "Hardware" means the Carnot Car Adapter or any such other device, provided by us, that may be connected to your vehicle, in connection with our Services.



4.3 "Mobile Services" shall mean the services that are made available to you via a mobile device, including (i) the ability to upload data to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device.

4.4 "Service" includes (a) the Site, (b) Hardware (c) Carnot's vehicle updates, information and related services, (d) all mobile applications, (e) Software (f) Mobile Services; and (g) any Content made available through any of the foregoing channels.

4.5 "Software" shall mean any software that may be made available by Carnot in connection with our Services, such as Carnot's Mobile Applications and any software embedded on the Hardware, and shall include any documentation, future updates, upgrades and new versions to such software.

5. General Conditions and Acceptable Use of our Services:

5.1 You must be above the age of 18 years to use our Services.

5.2 If you are using our services on behalf of a company, partnership, association, government or other organisation (your "Organisation"), You warrant that you are authorised to do so and that you are authorised to bind your Organisation to the Terms and in such circumstances "You" will include your Organisation.

5.3 To keep the Software up-to-date, you agree that we may automatically provide you with such updates without your further consent or notice to you. Please note that if the updates are not installed or such installation is stopped by you, our Services may not operate properly or may not operate at all. We do not guarantee that we will make any updates available for any of our software, or that such updates will continue to support your device or system.

5.4 In order for the service to function (including emergency notification services), the mobile device onto which the Carnot Mobile Application is installed must be located in mobile network and the hardware must be properly installed in your vehicle. The hardware and the mobile device must also have adequate network and data service in the location where needed to access our services.



- 5.5 We may translate the Terms into multiple languages, and in the event there is any difference between the English version and any other language version of the Terms, the English version will prevail (to the extent permitted by applicable law).
- 5.6 You may access and use the Services only for your personal and lawful purposes in accordance with these TOS. You agree not to access the Service by any means other than through the interface that is provided by Carnot for use in accessing the Service.
- 5.7 You shall comply with any codes of conduct, policies or other notices Carnot provides you with or publishes in connection with the Services and the Hardware, and you shall promptly notify Carnot if you learn of a security breach related to the Service. Additionally, you shall be responsible for complying with any laws, rules and regulations for the use of our Services in your jurisdiction.
- 5.8 (a) You shall not use our Services (and we will not be liable for your use of the Services and Hardware) in connection with (i) cars with modified engine or electronic control systems, or (ii) cars of any make, model or year that we do not support, as set forth on the Site.
- (b) You shall not, nor allow third parties to (i) resell or charge others for use of our Services, Site or Hardware or (ii) duplicate, disassemble, decompile, transfer, exchange or translate our Services, create derivative works of the Hardware or Software or attempt to reverse engineer, alter or modify any part of the same. All rights, title and interest in and to the Service, the Hardware and their components will remain with and belong exclusively to Carnot.
- (c) You shall not: (a) sublicense, resell, rent, lease, transfer, assign, time-share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service or the Hardware in any manner that may be considered to be unlawful by us (including, without limitation, in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service, the Hardware or their components, (c) modify, adapt or hack the Service or the Hardware to, or otherwise attempt to, gain unauthorized access to the Service, the Hardware or their related systems or networks, (d) use the Service in a way that distracts you and/or prevents you from obeying traffic or safety laws; or (e) use the Service or Hardware to obtain or attempt to access any materials or information through any means not intentionally made available or provided for through the Service or Hardware.



6. Modifications to the Hardware and Software:

6.1 As our services and user experiences are constantly evolving, we may from time to time, add, change, modify, discontinue or remove features from our services (including in relation to whether a service is free of charge or not), without cause, temporarily or permanently with or without any notice to You.

6.2 You agree that we shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Site or our Services.

7. Our Intellectual Property Rights:

7.1 The Software and Hardware made available to you by Carnot in connection with the Service, contains proprietary and confidential information that is protected by applicable intellectual property and other laws. The Intellectual Property Rights in such Software and Hardware will continue to belong to us and/ or our licensors.

7.2 Subject to the terms and conditions of this TOS, Carnot hereby grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software solely in connection with the Service (and in the case of Software embedded on the Hardware, you may only use such Software on the Hardware), provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or sell, assign, sublicense or otherwise transfer any right in any Software.

7.3 The "CARNOT" name and logos are trademarks and service marks of Carnot (collectively the "Carnot Trademarks"). Other companies, products, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to us. Nothing in this TOS or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Carnot Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Carnot Trademarks will inure to our exclusive benefit.

7.4 Any rights not expressly granted herein by Carnot are reserved and no license or right to use any of Carnot's Trademark or of any third party is granted to you in connection with the Service or Hardware. Software, Hardware and the transmission of applicable data, if any, is subject to United States export controls. No Hardware or Software may be downloaded from



the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service and Hardware.

8. Your Account:

8.1 You will need to create an account with us to access and use our Services. You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. You must promptly notify us if you know or suspect that your account or password has been compromised. Carnot reserves the right to access your account in order to respond to your requests for technical support.

8.2 Any account you open with us is personal to You and You are prohibited from gifting, lending, transferring or otherwise permitting any other person to access or use your account, however we can disable, deactivate or terminate your account, with or without notice to you, for whatever reason, including but not limited to your non-adherence with the TOS.

9. Your Content:

9.1 You are solely responsible for all feedback, suggestions, text, content and other materials that you upload, post, deliver or otherwise transmit (hereafter "post(ing)") in connection with or relating to the Service or the Hardware ("Your Content"). You will at all times continue to own and be responsible and liable for your Content. Any Information (as defined in the Carnot Privacy Policy) collected by us shall be used in accordance with the Carnot Privacy Policy.

9.2 By posting Your Content on or through the Service, you hereby do and shall grant Carnot a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content solely for the purposes of providing and developing our Services to you.

9.3 Carnot has the right, but not the obligation, to monitor the Service, Hardware, Content or Your Content. You further agree that Carnot may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all. For more information about our use of the data collected by the Hardware, Service, please see the Carnot [Privacy Policy](#).



9.5 Carnot uses reasonable security measures to protect the data we receive via the Services and Hardware. However, we cannot guarantee that third parties will never defeat our security measures. You acknowledge that you are using the Services and Hardware and sharing information at your own risk.

9.6 For more information and to understand the security measures we use to protect your content, retention of your Content and how and why we share your Content with third parties please read the Carnot Privacy Policy.

10. Mobile Services:

10.1 To register for our Services and to use Mobile Services, you will need to provide us with your mobile number valid within the country of your residence.

10.2 To the extent you use Mobile Services or access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

10.3 By using the Mobile Services, you agree that we may communicate with you regarding Carnot and other entities by SMS, MMS, text message or other electronic means to your mobile device for the purpose of providing the applicable service and that certain information about your usage of the Mobile Services may be communicated to us.

10.4 In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to the person that acquires your old number. In the event that you fail to comply with the obligation to promptly update your account information when changing or deactivating your mobile telephone number, you accept full responsibility for any of your messages which may not be delivered or may be sent to the person that acquires your old number.

11. Apple-Enabled Software Applications:

11.1 Carnot offers Software that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to



Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these TOS, the following terms and conditions apply:

- a) Carnot and you acknowledge that this TOS is concluded between Carnot and you only, and not with Apple, and that as between Carnot and Apple, Carnot, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- b) You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules and Terms and Conditions of Use set forth by Apple for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- c) Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- d) Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- e) Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Carnot's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- f) Carnot and you acknowledge that Carnot, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- g) In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Carnot and Apple, Carnot, not Apple, will be solely responsible



for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- h) You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- i) If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Carnot as follows:
support@carnot.co.in
Carnot Technologies Pvt Ltd
9A, Vile Parle Antia CHS,
Hanuman Cross Rd 2,
Vile Parle (E). Mumbai 400057
- j) Carnot and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this TOS with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of this TOS, Apple will have the right (and will be deemed to have accepted the right) to enforce this TOS against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

12. Payment

- 12.1 If you transact with us you will require to provide us with a billing address, a credit / debit card number and a credit / debit card expiration date and/ or other payment instrument details and tracking information so that your payment for your purchase of the Adapter and our Services can be processed.
- 12.2 Similarly, you may be offered the opportunity to access certain additional features, Services, Hardware or any portion on payment of certain extra fee or charge. In such a case, you will be required to select a payment plan or make a payment and provide us with information regarding your credit card or other payment instrument as may be acceptable to us. You agree to pay Carnot the amount that is specified in the payment plan in accordance with the terms of such plan and this TOS.
- 12.3 Upon purchase of our Services, you are required to renew your membership with us on a yearly basis. Your licence to use our Services after the expiry of the two-years’ time period is



conditional upon further payment of the requisite fees or charges. We will notify You fourteen (14) days prior to the expiry of the one-year time period. In the event you do not renew your membership with us, we may suspend our Services to you.

12.4 If your payment plan involves subscription payments, you hereby authorize Carnot to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. For such reason, you are required to promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) whenever they may occur.

12.5 All payments to Carnot will be billed in full in advance.

12.6 We reserve the right to change the prices of the Carnot Car Adapter, Hardware, Software and our Services, in general at any time. If Carnot does change prices, Carnot will provide you with notice of the change on the Site or in email to you, at Carnot's option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. Note that you (and not Carnot) are responsible for any charges or fees payable to third parties in connection with the Service, such as emergency responders. Further, we reserve the right to charge you a device deposit in conjunction with any specialty services.

12.7 We use the services of third parties to process your payments and we require that these third parties take the appropriate organizational and technical measures to protect data relating to your billing information. Please review the terms of use and privacy policies of those third parties before providing your banking, billing or payment information.

12.10 We will not use your billing information for any purposes other than those mentioned in the Carnot Privacy Policy. You may refer to the same for further details on how we use your billing information.

12.11 Please note that we are not responsible or liable for any third party charges You incur (including any charges from your internet and telecommunication services providers) in relation to or arising from your use of our Services.

13. REFUNDS AND RETURN



13.1 If you dispute any charges you must let Carnot know within fourteen (14) days of such charge. No refunds will be given for any charges more than fourteen (14) days old.

13.2 You may be required to provide us with bank account related information in order to process the refund and credit the refund amounts to your bank account, in the event you may have made payment through your debit or credit card.

13.3 We reserve the right to refuse a refund request if we reasonably believe:

- a. that You are trying to unfairly exploit this refund policy;
- b. if You are in breach of any of the TOS; or
- c. if we reasonably suspect that You are using any of our products fraudulently or that your Account is being used by a third party fraudulently.

13.4 Refunds on account of defective Hardware will be in accordance with the Carnot Terms of Warranty and Refund

13.5 Orders can be cancelled within 1 hour of placing the order if the customer wishes to do so.

13.6 If the product is found defective, we will replace it and in such a case the product will need to be returned to us within 24 hours of product delivery.

14. Representations and Warranties:

You represent and warrant to Carnot that: (i) you have full power and authority to enter into this TOS; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your data collection using the Hardware, posting and other activities (and allow Carnot to perform its obligations) in connection with the Service and Hardware without obtaining any further releases or consents; (iii) Your Content and other activities in connection with the Service and Carnot's exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; (iv) Any information provided to us for purchasing or using our Services is true and accurate; (v) You are authorized to use the payment instrument used by you for making payments for our Services and (vi) you are eighteen (18) years of age or older.

15. Termination:



15.1 You have the right to terminate your account at any time in accordance with the procedures set forth on the Site.

15.2 Carnot reserves the right to (i) modify or discontinue, temporarily or permanently, the Service or Hardware (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any of Your Content in the Service for any reason, including if Carnot believes that you have violated this TOS. Carnot shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service or Hardware.

15.3 Carnot will use good faith efforts to contact you to warn you prior to suspension or termination of your account by Carnot.

15.4 All of Your Content on the Service (if any) may be permanently deleted by Carnot upon any termination of your account. If Carnot terminates your account without cause and you have signed up for a fee-bearing service, Carnot will refund the pro-rated, unearned portion of any amount that you have prepaid to Carnot for such Service.

16. Disclaimer of Warranties:

16.1 All warranties provided by us under this TOS are as contained in the Carnot Terms of Warranty and Refund Policy. You are advised to kindly read through the same for further information.

17. LIMITATION OF LIABILITY:

17.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL CARNOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES; (B) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA OR BUSINESS INTERRUPTION, OR (C) ANY INJURIES TO PERSONS OR DAMAGE TO PROPERTY, PHONE OR VEHICLE



RELATED TO YOUR USE OF THE SERVICE OR HARDWARE, OR ANY DAMAGES RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE HARDWARE, IN EXCESS OF ANY PAYMENT ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF PAYMENT HAS BEEN MADE IN THE AFORESTATED PERIOD, FIVE THOUSAND INDIAN RUPEES (INR 5000).

THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

17.3 SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN THESE STATES, CARNOT'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

17.4 YOU UNDERSTAND THAT OUR SERVICES ARE PURELY MEANT FOR YOUR PERSONAL UTILITY PURPOSES ONLY. WE DO NOT PROVIDE ANY GUARANTEE AS TO THE PERFORMANCE OF OUR SERVICES, SOFTWARE OR CONTENT. IN THIS RESPECT YOU EXPRESSLY AGREE TO HOLD US, OUR AFFILIATE AND GROUP COMPANIES, OUR DIRECTORS, ASSOCIATES, AGENTS AND OFFICERS HARMLESS FROM ALL DIRECT AND INDIRECT CLAIMS ARISING FROM PRODUCT LIABILITY AND UNDERSTAND THAT YOU ARE REQUIRED TO TAKE APPROPRIATE PRECAUTIONS AND MEASURES WHILE USING OUR SERVICES TO PREVENT MISUSE OF YOUR CONTENT IN ANYWAY.

18. Indemnification:

18.1 You shall defend, indemnify, and hold harmless Carnot, its affiliate companies, Directors, Associates, Agents and Officers from and against any loss, expenses, claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from:

- (a) your breach of this TOS,
- (b) Violation of any third party rights through any of Your Content, or
- (c) your other access, contribution to, use or misuse of the Service or Hardware.

18.2 Carnot shall provide notice to you of any such claim, suit or demand. Carnot reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Carnot's defense of such matter.



18.3 The Obligations contained in this Clause shall survive the termination of this TOS with you and your use of our Services.

19. Events Outside Our Control:

19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

19.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) Strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or circumstances beyond our control, failure of the use of public or private telecommunications networks, the acts, decrees, legislation, regulations or restrictions of any government.

19.3 Our performance under these TOS is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these TOS may be performed despite the Force Majeure Event. You acknowledge and agree that in no event will our partners or affiliate companies have any liability under these TOS.

20. Entire Agreement:

20.1 The terms and conditions contained in this Carnot Terms of Service and the Carnot Privacy Policy represent the entire agreement between You and us in relation to our Services and shall supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

20.2 You acknowledge and agree that, you have not relied on any representation, undertaking or promise or implied any warranty or thing, whether said by spoken words or in writing, except as expressly stated herein.

21. Assignment, Wavier and Headings:

21.1 You may not assign this TOS, but Carnot may assign or transfer any of its rights and obligations under this TOS, in whole or in part, at any time, without restriction and without your prior consent.



21.2 The invalidity of any provision of the TOS (or parts of any provision) will not affect the validity or enforceability of any other provision (or the remaining parts of that provision).

21.3 If a court holds that we cannot enforce any part of the TOS as drafted herein, we may replace those terms with similar terms to the extent enforceable under applicable law, without changing the remaining terms of the TOS.

21.4 No delay in enforcing any provision of the TOS will be construed to be a waiver of any rights under that provision by us. Any rights and obligations under the TOS which by their nature should survive, including but not limited to any obligations in relation to the liability of, or indemnities (if any) given by, the respective parties, will remain in effect after termination or expiration of the TOS.

21.5 The headings in the TOS are for convenience only and have no legal or contractual effect.

21 Disputes:

21.1 Except to the extent that the applicable laws and regulations of your jurisdiction mandate otherwise this TOS shall be governed by the laws of India without regard to the principles of conflicts of law.

21.2 otherwise elected by Carnot in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the Courts of Nashik, Maharashtra for the purpose of resolving any dispute relating to our Services.