

TERMS OF USE

These Terms of Use govern the use of the Website www.mecarnic.com (“**Website**”), the Mobile Application (“**App**”) and the Device (“**Device**”) (*hereinafter collectively referred to as the “Services”*) owned and operated by Mecarnic Technologies Private Limited (“**We**”/ “**Us**”/ “**Our**”), having its office at D-107, LGF, Defence Colony, New Delhi-110014, India, by its customers and Service Providers (*hereinafter collectively referred to as “You”/ “Your”*). By using the Services you confirm that you accept these Terms of Use and that you agree to abide by them.

1. DEFINITION

1. “**Hardware**” shall mean the Device or any other device, provided by Us, that may be connected to Your vehicle, in connection with Our Services.
2. “**Mobile Services**” shall mean the Services that are made available to You through a mobile device.
3. “**Software**” shall mean any software that may be made available by Us in connection with Our Services, and any software embedded on the Hardware, and shall include any documentation, future updates, upgrades and new versions to such software.

2. REGISTRATION

1. Registration of Customers

You will need to sign-up with Us by filling the sign-up form by providing certain information about yourself including Your name, contact details and vehicle information/ details. You must ensure that the information provided by You is correct, complete and not misleading. You should also inform Us promptly of any changes to the information that You have provided, by updating Your details, so we can communicate with You effectively.

2. Registration of Service Providers

For availing the benefit of Our Services, You will be required to register with Us. You will be asked to provide certain information about Your business including Your business name, contact details, support services, pricing, working hours and location details. You must ensure that the information provided by You on registration is correct, complete and not misleading. In case of any change in the information provided by You, You must promptly inform Us of such changes by updating Your details, so that We may communicate with You effectively.

3. SERVICES

1. Services to Customers

Once You sign-up, We will make the Services available to You. You will be able to search Service Providers for automotive repair or servicing work, view their detailed profile, prices and rating

information. We are committed to develop and improve the Services We offer and so We reserve the right, to make changes to any part of the Services at Our sole discretion without prior notice.

2. Services to Service Providers

Post registration You will be able to use the Services and will be able to include details of Your business on the Website, to view, receive and accept the details of customer bookings and to share support status updates with customers. We continuously seek to develop and improve the services We offer and therefore, We reserve the right, at Our absolute discretion, to make any changes to the Services without prior notice.

4. RESPONSIBILITIES

1. Our Responsibilities towards Customers

We will exercise reasonable skill and care with respect to the Services. However, You acknowledge and agree that the Services are subject to the following limitations and disclaimers:

Although We have asked all users to use the Services responsibly, We cannot guarantee the accuracy, integrity or quality of any information You view or receive from the Service Providers that are registered with Us. This includes any information contained about the details of the Service Providers or the quality of support You may receive from them. You also acknowledge and agree that the information is intended to be indicative only and will not form the basis of a binding contract between You and the Service Provider. If You choose to instruct a Service Provider to carry out any work for You, We strongly recommend You to execute a written agreement with them clearly detailing the work to be done and the prices to be paid. We will not be a party to any such agreement or contract and will not under any circumstances have any responsibility and/ or liability to You for the performance or quality of any work which You ask the Service Provider to carry out.

2. Our Responsibilities towards Service Providers

We will exercise reasonable skill and care with respect to the Services. However, You acknowledge and agree that the Services are subject to the following limitations and disclaimers:

You acknowledge and agree that We have the absolute discretion to determine the registration and listing criteria. The number of customer bookings which may be posted or transmitted to a Service Provider may be limited in number. We do not provide any guarantee that You will be invited to receive any particular volume of customer bookings or that You will gain any extra work by utilizing Our services. You acknowledge and agree that We do not check or verify the details of any customer bookings and do not guarantee the accuracy, integrity or quality of any information which is posted by third parties.

3. Responsibilities of Service Providers

You agree to abide by the Terms of Use when using the Services. You shall be solely responsible for checking and verifying the details of any customer booking and for agreeing with the

customer, the terms of the support. You shall be responsible for complying with all applicable laws and regulations in Your dealings with customers and for the performance and quality of any support which You agree to provide to a customer.

By registering as a Service Provider and by using the Services You agree to indemnify and hold Us harmless from all costs, losses or claims which may result from any information You submit or transmit via the Services or from any support which You agree to provide to any customer.

5. USERNAME AND PASSWORD

After the registration, a username and password (“ID”) will be generated for the use of the Services by You, which You must keep confidential. You shall be solely responsible for preventing any unauthorised use of the ID and notify Us in case any theft or unauthorised use of the ID takes place. We reserve the right to suspend and/ or block your ID if the same is used in contravention of these Terms of Use.

6. USE OF SERVICES

The Services allow the registered users to create, edit and submit necessary information including creating Service Provider profile, posting customer bookings and responding and updating the status of customer bookings. We do not seek to monitor or control the submission of information. However, We do reserve the right to delete, move and edit any material submitted where We consider it necessary to do so. You agree to comply with all applicable laws and regulations when using the Services and are solely responsible for all the information You submit for inclusion or transmission. You must not post or transmit any material that (i) is fraudulent, dishonest or misleading; (ii) is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable or breaches any law; (iii) encourages conduct that constitutes a criminal offence, gives rise to civil liability or otherwise breaches any applicable laws, regulations or code of practice; (iv) infringes the copyright or other rights of any third party; (v) is technically harmful (including, without limitation, computer viruses or other malicious software or harmful data). You grant Us a royalty-free, non-exclusive license to use, reproduce, modify, translate, make available and distribute the material for the purpose of operating the Services.

7. MOBILE SERVICES

1. To use Mobile Services, You will need to provide Us with Your mobile number valid within the country of Your residence.
2. To the extent that 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.
3. By using the Mobile Services, You agree that We may communicate with You regarding Us and other entities by SMS, MMS, text message or other electronic means to Your mobile device for the purpose of providing the Services and that certain information about Your usage of the Mobile Services may be communicated to Us.

4. In the event You change or deactivate Your mobile 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 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.

8. GENERAL TERMS AND CONDITIONS

1. You must be above the age of 18 years to use Our Services.
2. 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.
3. For the smooth functioning of the Services, the Hardware must be properly installed in Your vehicle. Further, the Hardware and the Device must also have adequate network and data service in the location from where the Services are accessed.
4. You may access and use the Services only for Your personal and lawful purposes in accordance with these Terms of Use. You agree not to access the Services by any means other than through the interface that is provided by Us.
5. You shall comply with any codes of conduct, policies or other notices that We provide to You or publish in connection with the Services, and You shall promptly notify Us if You learn of a security breach related to the Services. Additionally, You shall be responsible for complying with any laws, rules and regulations for the use of Our Services in Your jurisdiction.
6. We disclaim all liabilities in connection with (i) vehicles with modified engine or electronic control systems; (ii) vehicles of any make, model or year that We do not support; and (iii) use of any other hardware or software not provided by Us.

9. MODIFICATIONS TO THE HARDWARE AND SOFTWARE

1. We reserve the right to add, change, modify, discontinue or remove features from Our Services (including in relation to whether the Services are free of charge or not), at any time without cause, temporarily or permanently with or without any notice to You. You agree that We shall not be liable to You or to any third party for any modification, suspension or discontinuance of Our Services.
2. You shall not modify, adapt or hack the Services or the Hardware, or otherwise attempt to, gain unauthorized access to the Services, the Hardware or their related systems or networks.

10. TERMINATION OF SERVICES

We may suspend or cancel Your registration and/ or terminate Your access to the Services if You are in breach of these Terms of Use or have made any improper use of the Services. You may cancel Your registration at any time by informing Us in writing. If You do so, You must stop using the Services. The suspension, cancellation or termination of Your registration and Your right to use the Services shall not affect either party's statutory right or liabilities.

11. INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise stated, the intellectual property rights in the Services (including without limitation all content, materials and technology used or appearing or transmitted through it) belongs to Us or Our licensors.
2. Subject to the terms and conditions of these Terms of Use, We hereby grant You a personal, nontransferable, non-sub licensable and non-exclusive right and license to use the Software solely in connection with the Services, 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.

12. DISCLAIMERS

We endeavour to ensure that the information available on or through the use of the Services is correct, up to date and accurate. However, We do not warrant the accuracy and completeness of such information. The Services permit You to access and receive information supplied by third parties. The third parties submitting this information are responsible for ensuring that it is accurate and complies with all the relevant laws. We will not be responsible to You for the conduct of any such third party or for any error or inaccuracy in the information submitted by them. We make no promise that Services will meet Your requirements or that the Services will be free of fault or continuously available. Your access to the Services may occasionally be restricted to allow for repairs, maintenance or the introduction of new features.

13. INDEMNITY

1. You shall defend, indemnify, and hold harmless Us, Our 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 Your breach of these Terms of Use or violation of any third party rights by You hereunder.
2. We shall not provide notice to You of any such claim, suit or demand. Further, We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this clause. In such case, You agree to cooperate with any reasonable requests assisting Our defense of such matter.
3. The obligations contained in this clause shall survive the termination of the Terms of Use with You and Your use of Our Services.

14. LIMITATION OF LIABILITY

1. To the fullest extent permitted by law, We exclude all liability to You for any damage to property, loss of profit, loss of opportunity, loss of earnings, loss of anticipated earnings or loss of data or for any indirect or consequential losses howsoever arising out of or in connection with Your use of the Services or any fault or problem relating to or any content received via the Services. Nothing in these Terms of Use shall exclude or limit Our liability for death or personal injury due to Our negligence or for fraudulent misrepresentation or for any other liability which cannot be excluded or limited under the applicable laws. Your statutory rights as a consumer are not affected by these Terms of Use.
2. Notwithstanding anything contained in these Terms of Use, under no circumstances shall Our aggregate liability for all loss, cost, damage and expense whether for negligence or breach of these Terms of Use or any case whatsoever exceed the current sale price of the Device.

15. FORCE MAJEURE

In the event that the performance of any of Our obligations pursuant to these Terms of Use is prevented, hindered or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, war or other violence, or any applicable law, order proclamation, regulation, ordinance, demand or requirement of any governmental or regulatory authority (collectively "**Force Majeure Event**"), then We will be excused for such non-performance, hindrance or delay, as applicable, from Our obligations hereunder, to the extent that they are affected by the Force Majeure Event.

16. NOTICES

All notices shall be given to Us via email, or to You at either the email or postal address You provide.

17. CHANGE IN TERMS OF USE

We reserve the right to change these Terms of Use at any time. You are expected to check and get acquainted with these Terms of Use from time to time.

18. ENTIRE AGREEMENT

The Terms of Use, Privacy Policy and the Warranty 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. Further, You acknowledge and agree that, You have not relied on any representation, undertaking, promise or implied any warranty, whether conveyed orally or in writing, except as expressly stated herein.

19. WAIVER

No delay in enforcing any provision of the Terms of Use will be construed to be a waiver of any rights under that provision by Us.

20. ASSIGNMENT

You shall not assign any of Your rights or obligations under these Terms of Use without Our prior written consent.

21. SEVERABILITY

If any provision of these Terms of Use is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, the remaining provisions shall remain in full force and effect.

22. GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of India. The parties subject themselves to the exclusive jurisdiction of the courts at Delhi, India.

23. DISPUTE RESOLUTION

Any dispute in respect of all or any of the provisions of these Terms of Use shall be resolved amicably within 15 days of notifying the same to the other party and in the event neither party reaches an agreement, the dispute should be resolved by Arbitration which shall be referred to a Sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act 1996. The place of arbitration shall be Delhi, India and the language used shall be English.