



TERMS AND CONDITIONS – ENERFLEET

Effective Date: March 31, 2026

Last Updated: March 31, 2026

1. Acceptance of Terms

By accessing, browsing, viewing, or using www.enerfleet.in in any manner, you automatically accept and agree to be bound by these Terms and Conditions. This includes all pages, features, services, and content on our website.

If you do not agree with any part of these terms, you must immediately stop using our website and discontinue all access. Your continued use of the website constitutes your acceptance of these Terms and Conditions.

We reserve the right to modify these Terms and Conditions at any time. Changes will be effective immediately upon posting to our website. Your continued use of the website after changes are posted constitutes your acceptance of the modified terms. We recommend reviewing these terms periodically.

2. Use of Website

2.1 License Grant

We grant you a limited, non-exclusive, non-transferable license to access and use our website for lawful purposes only. By using our website, you accept this license and agree to comply with all restrictions. This license does not permit you to:

- Reproduce, modify, or distribute website content
- Use automated tools (bots, scrapers, crawlers) to access our website
- Reverse engineer or decompile our software
- Attempt to gain unauthorized access to our systems
- Interfere with website functionality or security

2.2 Prohibited Activities

By using our website, you agree not to:

- Engage in illegal activities or violate any applicable laws
- Harass, threaten, or defame any person
- Transmit malware, viruses, or harmful code
- Phish for or collect sensitive information from other users
- Impersonate any person or organization
- Post spam, unsolicited advertisements, or promotional content

- Infringe on intellectual property rights
- Bypass security measures or access restrictions
- Interfere with or disrupt our website or services

3. Intellectual Property Rights

3.1 Website Content Ownership

All content on our website, including but not limited to:

- Text, graphics, logos, images
- Software, code, and design elements
- Videos, animations, and multimedia
- Trademarks and service marks

are the exclusive property of Enerfleet or our licensors. All rights are reserved. By using our website, you acknowledge and respect these intellectual property rights.

3.2 Limited User License

You may view and download content for personal, non-commercial use only. You may not:

- Reproduce or distribute content without permission
- Modify or create derivative works
- Use content for commercial purposes
- Remove copyright or proprietary notices

3.3 User-Generated Content (Future Feature)

When you submit content through our dashboard or website (feedback, documents, data), you grant Enerfleet a non-exclusive, royalty-free license to use, display, and improve our services. You retain ownership of your content and are responsible for its legality and accuracy.

4. Disclaimer of Warranties

OUR WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND.

By using our website, you accept it in its current condition and acknowledge these disclaimers. We disclaim all warranties, express or implied, including:

- Merchantability — fitness for a particular purpose
- Accuracy — completeness or correctness of information
- Non-infringement — that our content does not violate third-party rights
- Reliability — uninterrupted or error-free service
- Security — that your data will be completely protected

We do not guarantee that:

- Our website will be available 24/7
- All information is accurate or up-to-date
- Your access will be uninterrupted or error-free
- Defects will be corrected

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ENERFLEET SHALL NOT BE LIABLE FOR:

- Indirect, incidental, special, or consequential damages (lost profits, lost data, business interruption)
- Direct damages exceeding the amount you paid us (if any)
- Third-party claims or actions
- Unauthorized access to your data or systems
- Downtime or service interruptions

By using our website, you agree to these liability limitations. This limitation applies even if we have been advised of the possibility of such damages.

Your sole remedy for dissatisfaction with our website or services is to stop using them.

6. Inquiry and Lead Information

6.1 Inquiry Submission

When you submit an inquiry through our website form, you provide us with information about your interest in our EV fleet solutions. By submitting an inquiry, you:

- Authorize us to contact you regarding your inquiry
- Consent to our use of your information as described in our Privacy Policy
- Confirm that all information provided is accurate and complete
- Accept these Terms and Conditions

6.2 Response Timeline

We will attempt to respond to your inquiry within 5-7 business days. Response time may vary based on inquiry volume and complexity.

6.3 No Obligation

Submission of an inquiry does not create a binding contract or obligation. We reserve the right to decline to engage with any inquiry or potential client.

7. Dashboard Access and Account Terms (Future Feature)

7.1 Account Creation

When you create a dashboard account, you accept these Terms and Conditions in full. You must:

- Provide accurate, complete information
- Maintain confidentiality of your login credentials
- Agree not to share your account with unauthorized persons
- Accept liability for all activities conducted through your account

7.2 Account Termination

We reserve the right to suspend or terminate your account if you:

- Violate these Terms and Conditions
- Engage in illegal or fraudulent activity
- Fail to pay invoices or fees
- Breach our service agreements
- Use the dashboard for unauthorized purposes

7.3 Data Access and Monitoring

Your dashboard provides access to:

- Real-time fleet monitoring data
- Vehicle performance metrics
- Historical analytics and reports
- Payment and billing information

You agree to use this data only for legitimate business purposes related to your fleet operations.

8. Payment Terms (Future Feature)

8.1 Pricing and Billing

- Pricing is as quoted and agreed upon in your service agreement
- Invoices will be issued monthly or as per your contract
- Payment is due within the specified terms (typically 30 days)
- Late payments may incur interest charges as per applicable law

8.2 Payment Methods

We accept payment through:

- Bank transfer
- Credit/debit card
- Online payment gateways

All payments are processed securely through third-party payment processors. By making a payment, you accept these Terms and Conditions.

8.3 Taxes

You are responsible for all applicable taxes, duties, and levies. If you are tax-exempt, you must provide valid documentation.

8.4 Refunds

Refund policies will be specified in your individual service agreement. Generally:

- Refunds for services already rendered are not available
- Refunds for prepaid services may be subject to cancellation fees
- Refund requests must be submitted within 30 days

9. Real-Time Monitoring and Data Accuracy

9.1 Data Accuracy

While we strive to provide accurate real-time fleet data, we do not guarantee 100% accuracy or real-time delivery of all information. By using our dashboard, you accept this limitation. Data may be delayed due to:

- Network connectivity issues
- GPS signal loss
- System maintenance
- Third-party provider delays

9.2 User Responsibility

You are responsible for:

- Verifying critical data before making business decisions
- Maintaining backup systems for essential operations
- Reporting discrepancies or errors promptly
- Using the dashboard in accordance with our guidelines

10. Limitation on Liability for Dashboard Services

ENERFLEET SHALL NOT BE LIABLE FOR:

- Data delays or inaccuracies in real-time monitoring
- Service interruptions or downtime
- Loss of access to your dashboard
- Errors in billing or payment processing
- Consequential damages from reliance on dashboard data

Maximum liability for any claim related to dashboard services shall not exceed the fees paid by you in the preceding 12 months.

11. Third-Party Services and Links

Our website may contain links to third-party websites or services. We are not responsible for:

- Content, accuracy, or practices of third-party sites
- Privacy policies of external websites
- Services provided by third parties
- Any damages resulting from third-party interactions

We do not endorse or control third-party websites and are not liable for your use of them. By clicking on third-party links, you do so at your own risk and accept full responsibility.

12. Confidentiality

12.1 Your Confidential Information

We will maintain the confidentiality of your business information shared through inquiries or the dashboard, subject to our Privacy Policy and legal obligations.

12.2 Our Confidential Information

You agree not to disclose our proprietary technology, pricing, or business information to third parties without written consent.

13. Intellectual Property Infringement

If you believe our website infringes your intellectual property rights, contact us at support@enerfleet.in with:

- Detailed description of the infringement
- Your contact information
- Evidence of your ownership
- Specific location of infringing content

We will investigate and respond within 30 days.

14. Governing Law and Dispute Resolution

14.1 Governing Law

These Terms and Conditions are governed by the laws of India, without regard to conflict of law principles. By using our website, you agree to submit to Indian law.

14.2 Jurisdiction

You agree to submit to the exclusive jurisdiction of courts located in India for any disputes arising from these terms or your use of our website.

14.3 Dispute Resolution

Before pursuing legal action, we encourage you to:

1. Contact us to discuss the issue
2. Attempt to resolve the matter informally
3. If necessary, pursue arbitration or mediation

15. Severability

If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision shall be severed, and the remaining provisions shall remain in full force and effect.

16. Entire Agreement

These Terms and Conditions, together with our Privacy Policy, constitute the entire agreement between you and Enerfleet regarding your use of our website and services. Any prior agreements or understandings are superseded. By using our website, you acknowledge that you have read, understood, and agree to all terms contained herein.

17. Waiver

Our failure to enforce any provision of these terms does not constitute a waiver of that provision or any other provision.

18. Contact Information

For questions, concerns, or to report violations of these Terms and Conditions, contact us at:

Enerfleet

Email: support@enerfleet.in

Website: www.enerfleet.in

19. Changes to Terms and Conditions

We may update these Terms and Conditions at any time. We will notify you by:

- Posting the updated terms on our website
- Updating the "Last Updated" date
- Sending an email notification for material changes

Your continued use of our website after changes are posted constitutes your acceptance of the updated terms and conditions.