

Castrol terms of use for Castrol India's customer service chatbot (the "Chatbot")

The following sets out the conditions of use of Castrol India's WhatsApp Chatbot (the "Chatbot") provided by Castrol India Limited, Technopolis Knowledge Park, Mahakali Caves Road, Andheri (East), Mumbai 400093, Maharashtra ("Castrol").

By accessing and using the Chatbot you agree to the terms and conditions outlined in this legal notice with respect to the Chatbot ("Terms"). These Terms may be amended at any time by Castrol from time to time without specific notice to you. Any updated Terms will be communicated to you via notification by the Chatbot, and you should review the Terms prior to using the Chatbot. **The Terms do not form part of the Privacy Statement. Please ensure you have also read our Privacy Statement before using the Chatbot.**

Unless otherwise stated or the context otherwise requires, the term "Castrol" and terms such as "we", "us" and "our" are used in these Terms for convenience to refer to one or more of the members of Castrol India Limited instead of identifying a particular entity or entities. Castrol India Limited is a separate legal entity from the wider bp Group.

KEY TERMS

WhatsApp terms - the Chatbot is provided to you via the 'WhatsApp' mobile messaging application. By accessing and using the Chatbot, you agree to comply with the terms of WhatsApp, linked to [here](#). Castrol shall have no liability with respect to the WhatsApp service.

Use of the Chatbot - you must not use the Chatbot for any of the activities set out in section 7. The Chatbot is intended to assist in answering frequently asked questions about Castrol's products and services. It is not to be relied on for making business decisions or as a substitute for professional advice. You assume all responsibilities and obligations with respect to the use of Chatbot to achieve your intended results. If any expert assistance is required, the services of a competent professional should be sought.

AI - the Chatbot uses artificial intelligence which is a rapidly evolving field of technology. With that, you accept that your use of the Chatbot may, in some situations, result in output that is inaccurate, incomplete or incorrect.

Warranties - the Chatbot is provided "as is". Except to the extent prohibited by law, Castrol and its affiliates make no warranties (express, implied statutory or otherwise) with respect to the Chatbot and disclaim all warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, and quiet enjoyment and any warranties arising out of any course of dealing or trade usage. Castrol does not warrant that the Chatbot services or the information / materials available thereat will be uninterrupted, accurate or error free, or that any content will be secure or not lost or altered.

The materials / information may be out of date, and neither Castrol or its affiliates, makes any commitment to update the materials in the Chatbot. The Chatbot may be used to access and transfer information over the internet; user acknowledges that neither Castrol or its affiliates operate or control the internet. Neither Castrol or its affiliates warrant that the files, available for downloading, if any, will be free from infection, viruses, worms, trojan horses, or other malicious code that manifest contaminating or destructive properties.

Limitation of liability – Castrol and its affiliates' liability is limited pursuant to section 3 below.

Feedback – if you see any output generated by the Chatbot which appears to be in violation of any of the use restrictions set out in these Terms, you shall immediately report such output to customercare.india@castrol.com

1. Purpose and Rights of Use

The Chatbot is produced by Castrol as a tool to help address products and services queries from Castrol customers, consumers, distributors, dealers and mechanics in India regarding Castrol products and services. The Chatbot is not to be used for any other purpose.

2. Right of use

3. Our liability to you

Neither Castrol nor its affiliates will be liable for any indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, or data, or other losses, even if we have been advised on the possibility of such damages. Castrol and its affiliates' aggregate liability under these Terms will not exceed ten thousand, five hundred Rupees (INR 10,500). The limitations in this section apply only to the maximum extent permitted by applicable law.

4. Indemnity

If you are a business or organisation, to the extent permitted by law, you will indemnify and hold harmless us, our affiliates, and our personnel, from and against any costs, losses, liabilities and expenses (including attorneys' fees) from third party claims arising out of or relating to your use of the Chatbot and content or any violation of these Terms.

5. Personal data

Other than in respect of personal information which will be treated in accordance with the Castrol Privacy Statement that is, if you provide information to us, you agree that we have unlimited rights to such information and that we may use such information in any way we choose. Such information shall be deemed to be non-confidential.

6. Ownership of the copyright of output of the Chatbot

The copyright and any other intellectual property rights in the contents of the Chatbot are owned by Castrol, its subsidiaries or affiliate companies (as applicable) unless otherwise stated. All rights reserved. [Castrol India Limited, Technopolis Knowledge Park, Mahakali Caves Road, Andheri (East), Mumbai 400093, Maharashtra.]

You are responsible for obeying all applicable copyright laws. We permit you to make copies of output generated by the Chatbot as necessary incidental acts during your viewing of such output or for internal distribution. All other use is strictly prohibited.

Confidential

You do not acquire ownership rights to, or a right to use (other than as expressly set forth above), any content, document or other materials produced by the Chatbot. The production of information or materials by the Chatbot does not constitute a waiver of any right in such information and materials. Some of the content produced by Chatbot may be the copyrighted work of third parties.

7. Restrictions and prohibitions of use

Your rights to access and use the Chatbot and any information, materials or documents (collectively defined as "Content and Materials") produced by the Chatbot are subject to the following restrictions and prohibitions on use. You must not use the Chatbot for any illegal, harmful or abusive activities, such as:

- copy, print (except for the express limited purpose permitted by the "Ownership of the copyright of output by the Chatbot" section above), create derivative works, republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the output of the Chatbot or any Content and Materials retrieved from the Chatbot;
- use the Chatbot in a way that infringes, misappropriates or violates any person's (legal or natural) rights;
- remove, change or obscure any copyright notice or other proprietary notice on the Chatbot or output provided;
- and must not assist anyone to, remove, decompile, disassemble or reverse engineer any Chatbot software or use any network monitoring or discovery software to determine the Chatbot's architecture;
- use any automatic or manual process to harvest information from the Chatbot; or
- export or re-export the Chatbot or any portion thereof, or any software available on or through the Chatbot, in violation of the export control laws or regulations of the Republic of India.

If you see any output generated by the Chatbot which appears to be in violation of any of the above restrictions on use, you shall immediately report such output to customercare.india@castrol.com.

8. Changes

We may make changes to the features, functionality or content of the Chatbot at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content produced by the Chatbot.

9. Term

- Termination: These terms of use will automatically cease without any prior notice from Castrol if you (i) violate the terms, or (ii) discontinue Chatbot use.
- Return of Data: Castrol shall have no obligation to maintain or return any of your data after such termination or expiration.

10. What law governs your use of the Chatbot?

Confidential

Your use of the Chatbot, the output generated by it, and the operation of these Terms, shall be governed in accordance with the laws of India. If you wish to bring court proceedings against us, you must do so within the territory of India.

If you are a business user, and any or any part of the terms contained in these Terms is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term shall to that extent be severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

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