

DRIVEBOT SHYHAWK

Verification Code

DriveBot

Verification code is required when connecting
the device with an app.

DISCLAIMER

Terms of Service

Drivebot Co., Ltd. ("Drivebot") provides its Hardware and Service (each as defined below) to you through its mobile applications, its website located at <http://drivebot.io> (the "Site") and via other channels, subject to this Terms of Service agreement ("TOS"). By accepting this TOS or by accessing or using the Service or Site, you acknowledge that you have read, understood, and agree to be bound by this TOS. If you do not agree with this TOS, you must not accept this TOS and may not use the Service.

The "Service" includes (a) the Site, (b) Drivebot's vehicle information and related services, and (c) all mobile applications and other software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the "Content"). The "Hardware" means Drivebot's device that may be connected to your vehicle in connection with the Service. Any updates or new features added to or augmenting the Service or the Hardware are also subject to this TOS; 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. NOTE THAT IN ORDER FOR THE SERVICE TO FUNCTION, THE MOBILE DEVICE ONTO WHICH THE DRIVEBOT APPLICATION IS INSTALLED MUST BE LOCATED IN THE VEHICLE ASSOCIATED WITH YOUR SERVICE AND THE HARDWARE MUST BE PROPERLY INSTALLED IN YOUR VEHICLE. THE MOBILE DEVICE MUST ALSO HAVE ADEQUATE NETWORK AND DATA SERVICE IN THE LOCATION WHERE NEEDED.

Subject to the terms and conditions of this TOS, you may access and use the Service and Hardware only for lawful purposes. You shall not use our Services or Hardware (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. All rights, title and interest in and to the Service, the Hardware and their components will remain with and belong exclusively to Drivebot. 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;

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(b) use the Service or the Hardware in any unlawful manner (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, or (d) 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. You shall comply with any codes of conduct, policies or other notices Drivebot provides you or publishes in connection with the Service and the Hardware, and you shall promptly notify Drivebot if you learn of a security breach related to the Service.

Any software that may be made available by Drivebot in connection with the Service, such as Drivebot's mobile applications and any software embedded on the Hardware ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, Drivebot 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. You agree not to access the Service by any means other than through the interface that is provided by Drivebot for use in accessing the Service.

You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "post(ing)") in connection with or relating to the Service or the Hardware ("Your Content"). You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account.

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Drivebot reserves the right to access your account in order to respond to your requests for technical support. By posting Your Content on or through the Service, you hereby do and shall grant Drivebot 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 in connection with the Service. Drivebot has the right, but not the obligation, to monitor the Service, Hardware, Content or Your Content. You further agree that Drivebot 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 and Services.

Drivebot 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.

The failure of Drivebot to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you and Drivebot, even though it is electronic and is not physically signed by you and Drivebot, and it governs your use of the Service and Hardware and takes the place of any prior agreements between you and Drivebot related to the subject matter hereof.

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Trademark

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Third-party trademarks mentioned are the property of their respective owners.

Warranty

FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS LIMITED WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED BELOW MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE.

Drivebot Skyhawk (1) Year Limited Warranty

This limited warranty is provided by Drivebot Co., Ltd. ("Drivebot") to purchasers of the Hardware ("you"). Hardware devices provided by Drivebot ("Hardware") are warranted to be free from defects in materials or workmanship under normal use (a) for new Hardware, one (1) year from the date of purchase by the original end user purchaser, and (b) for refurbished Hardware, ninety (90) days after the date the refurbished Hardware is shipped by Drivebot to you or the remainder of the new Hardware Warranty Period, whichever is longer (as applicable, the "Warranty Period").

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Within the Warranty Period, Drivebot will, at its sole option, and as Drivebot's sole liability and your exclusive remedy, (a) repair the Hardware with new or refurbished parts, (b) replace the Hardware with reasonably available equivalent new or refurbished Hardware, or (c) refund the actual purchase price of the Hardware less any rebates and discounts. Such repairs or replacement will be made at no charge to you for parts or labor, provided that you shall be responsible for the shipping and handling costs for your returns as described below. All Hardware and parts that are replaced become the property of Drivebot.

This limited warranty extends only to Hardware purchased from Drivebot or a Drivebot Authorized Reseller. This limited warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) consumable parts, such as batteries, unless Hardware damage has occurred due to a defect in materials or workmanship of the Hardware; (iii) damage caused by abnormal physical or electrical stress, negligence, accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iv) damage caused by service or repair performed by anyone who is not an authorized service provider of Drivebot; (v) damage to Hardware that has been modified or altered without the written permission of Drivebot; (vi) Hardware that has not been installed, operated, or maintained in accordance with instructions supplied by Drivebot and the Drivebot Terms of Service, or (vii) Hardware that was supplied or licensed for beta, evaluation, testing or demonstration purposes for which Drivebot does not charge a purchase price or license fee. In addition, Drivebot reserves the right to refuse warranty claims for Hardware that is obtained and/or used in contravention of the laws of any country.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SOFTWARE AND SERVICES PROVIDED BY DRIVEBOT WITH THE HARDWARE, WHETHER FACTORY LOADED ON THE HARDWARE OR OTHERWISE DOWNLOADABLE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the foregoing, Drivebot does not warrant that the operation of the Hardware, Software or Service will be uninterrupted or error free, or that use of the Hardware, Software or Services will result in any gas savings

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or efficiencies. Also, Drivebot does not warrant that the Hardware, Software or Service, or any equipment, system or network on which the Hardware, Software or Service are used will be free of vulnerability to intrusion or attack.

This limited warranty does not guarantee any continued availability of any third party's service on which the Hardware's use or operation may depend.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL DRIVEBOT BE LIABLE FOR ANY LOST OR DAMAGED DATA (INCLUDING, WITHOUT LIMITATION, ANY DATA ERASED BY DRIVEBOT IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE), LOST REVENUE OR PROFIT, LOSS OF THE ABILITY TO USE ANY THIRD PARTY PRODUCTS, SOFTWARE OR SERVICES, DAMAGE TO THE VEHICLE TO WHICH YOU CONNECT THE HARDWARE, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE HARDWARE, SOFTWARE OR ANY SERVICES PROVIDED IN RESPECT OF SUCH HARDWARE, SOFTWARE OR SERVICE, EVEN IF DRIVEBOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, DRIVEBOT DOES NOT GUARANTEE THAT VEHICLE ERROR DETECTION WILL BE ACCURATE OR ERROR-FREE AND YOU SHOULD ALWAYS OBTAIN PROFESSIONAL ASSISTANCE FROM A VEHICLE SPECIALIST FOR REGULAR SERVICE, AS WELL AS FOR DIAGNOSIS OF ANY PROBLEMS WITH YOUR VEHICLE, AND TO MAKE TIMELY AND APPROPRIATE REPAIRS. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL DRIVEBOT'S LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE HARDWARE. INCLUDING WITHOUT LIMITATION LOSSES CAUSED BY VIRUSES, TROJANS OR OTHER MALICIOUS PROGRAMS, OR LOSS OF OR DAMAGE TO YOUR DATA. The foregoing limitations will apply even if any warranty or remedy provided under this limited warranty fails of its essential purpose.

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How to Submit a Warranty Claim

To obtain warranty service, contact [**support@drivebot.io**](mailto:support@drivebot.io) and we will provide instructions on submitting your claim. You will be responsible for securely packaging the Hardware and including the requested information, such as account verification information. You are also responsible for all shipping and handling charges, in addition to any applicable customs duties, VAT or other associated taxes or charges when returning the Hardware. Hardware for which Drivebot cannot reproduce the claimed defect or for which your purchase cannot be verified will be rejected.

Defective Hardware covered by this limited warranty will be repaired or replaced and returned to you without charge or if elected by Drivebot, the purchase price will be refunded to you. Repairs or replacements not covered by this limited warranty will be subject to charge at Drivebot's then-current rates.

Please contact Drivebot at [**support@drivebot.io**](mailto:support@drivebot.io) for more information.

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<http://drivebot.io>

DISCLAIMER



This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

FCC RF warning statement: the device has been evaluated to meet general RF exposure requirement , The device can be used in portable exposure condition without restriction.