

Terms & Conditions

Last Updated: 05 Dec 2025

These Terms & Conditions (“Terms”) govern the use of **EnCarbonSys**, a carbon-compliance and CBAM reporting assistance service (“Service”, “We”, “Us”). By engaging with EnCarbonSys and receiving deliverables, you (“Client”, “You”) agree to the Terms below.

1. Definitions

“**Service**” refers to CBAM-related data processing, emissions calculation support, template preparation, and reporting assistance provided by EnCarbonSys.

“**Client Data**” refers to all information and documents you submit to us for processing.

“**Deliverables**” refers to the XLSX files generated for you — including the updated **CBAM Communications Template** as required by your importer or regulatory workflow.

2. Scope of Services

EnCarbonSys currently provides:

- Assistance in preparing CBAM-related calculations using client-provided data.
- Generation of an **XLSX version of the CBAM Communications Template** populated with relevant fields.
- Advisory support on report structure and data requirements.
- Optional setup of automations (e.g., Google Sheet workflows, Apps Script logic).

We DO NOT:

- Offer a software platform, dashboard, or portal yet.
- Provide PDF/XML CBAM report outputs (only XLSX).

- Act as an accredited verifier or regulatory authority.

All final compliance responsibilities ultimately lie with the Client.

3. Eligibility

To use our Service, you must:

- Be at least 18 years old.
- Have authority to submit data on behalf of your company.
- Ensure the accuracy and legality of information submitted.

4. Client Responsibilities

You agree to:

- Provide accurate, complete, and timely data.
- Review the generated XLSX files before submission to importers/regulators.
- Ensure adherence to relevant EU CBAM rules.
- Maintain communication for clarifications when needed.

We are not responsible for errors arising from incorrect or incomplete data received from the Client.

5. Data Usage & Privacy

- You retain ownership of all Client Data supplied.

- We use your data solely to generate your XLSX deliverables and improve internal processes.
- We do not sell or share your data with third parties.
- We may store anonymized patterns to improve calculation models.

A full Privacy Policy can be provided separately if required.

6. Intellectual Property

All scripts, calculation logic, templates, documents, and processes built by EnCarbonSys are our intellectual property.

Clients receive permission to use the deliverables solely for:

- Their internal CBAM workflows,
- Communication with importers, and
- Regulatory documentation.

You are **not allowed** to:

- Repackage or resell our tools, formulas, or templates,
- Reverse-engineer or redistribute any custom scripts provided.

7. Payment & Billing

- Fees for Services are fixed, subscription-based, or project-based depending on the engagement.
- Payments made are non-refundable unless explicitly stated otherwise.
- Delays in payment may stall or suspend service delivery.

- Taxes applicable under Indian law will be added.

8. Accuracy & Limitations

Our outputs rely entirely on the **data you provide** and publicly available emission factors.

We do **not guarantee**:

- Legal compliance without independent verification,
- Accuracy of third-party datasets used within the methodology,
- Acceptance of XLSX deliverables by EU importers or authorities.

The Service is an **assistance and calculation support tool**, not a legally binding auditor.

9. Third-Party Tools & Integrations

We may use third-party tools such as:

- Google Sheets
- Apps Script workflows
- Emission factor databases

We are not liable for:

- Downtime or changes to these third-party services,
- Data loss or delays caused by external platforms.

10. Confidentiality

Both parties agree to maintain strict confidentiality regarding:

- Sensitive company information
- Supplier/importer data
- Emissions calculations
- Commercial communications

Confidentiality obligations continue even after the service engagement ends.

11. Limitation of Liability

To the maximum extent allowed by law, EnCarbonSys is **not liable** for:

- Financial or regulatory losses,
- Penalties due to incorrect Client Data,
- Indirect, incidental, or consequential damages,
- Misinterpretations of the XLSX deliverables.

Our total liability will never exceed the amount paid by the Client for the specific engagement.

12. Termination

We may discontinue Services if:

- Terms are violated,
- Payment is delayed,
- The engagement becomes unfeasible due to lack of data or cooperation.

Upon termination:

- Work stops immediately,
- Client may request a final copy of the last valid XLSX file within 7 days.

13. Updates to Terms

We may modify these Terms periodically.
Continued collaboration signifies acceptance of updated Terms.

14. Governing Law

These Terms are governed by the laws of India.
Disputes will be handled under the jurisdiction of **Bangalore courts**.

15. Contact

For concerns, clarifications, or support:
✉ contact@encarbonys.com
🌐 <https://encarbonys.com>