

TERMS AND CONDITIONS

The terms of use for the “Quickdaak” Platform that provide logistics related solutions and services within India, to meet your requirements through various third-party logistics companies, all under a unified framework.

In this agreement, I, we, us, our, service provider or Quickdaak shall means Quickdaak Technologies Private Limited, A company incorporated under the provisions of Companies Act, 2013, having its registered office at Gurugram, Haryana, India.

If you are accepting the terms and conditions of this agreement or using the website of the Quickdaak, it means you are signifying your absolute, irrevocable and unconditional consent to all the provisions of this Agreement in its entirety, either for you own benefit or for your organization such as Company/ Partnership /Sole proprietorship /Firm /Individual etc. (in such a case, the terms You, Your, them, User(s) or Seller will refer to you and your organization). If you have any questions about our terms, feel free to contact us.

This Agreement comes into effect when you register to use the Services (as defined below) or visit on the website or mobile app and accept the terms and conditions provided herein.

You are advised to read these terms of use carefully. You expressly represent and warrant that you will not avail the said Services if you do not understand, agree to become a party to, and abide by all of the terms and conditions specified below. Any violation of this Agreement may result in legal liability upon you. Quickdaak shall not be required to notify you if there is any revision in these Terms and Conditions. The revised Terms shall be made available on the Website. It is advised to you visit the platform regularly to check and read the updated terms and conditions as it is your responsibility to stay updated with the same. You will govern by the current Terms and Conditions, policies available on the platform at the time.

Quickdaak has developed this Website to provide services, subject to the terms and conditions of this Agreement, You or your organization hereby engages the Quickdaak, on a non-exclusive basis and the Quickdaak accepts such engagement, for providing the Services as per the terms of this Agreement.

Quickdaak shall provide the Services on “as and when required” basis. You or your organization shall raise request for any Service in the manner agreed in this Agreement or as may be mutually agreed between the Parties.

This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system, and does not require any physical or digital signatures. This Agreement is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing of the rules and regulations, privacy policy and terms of usage for access or usage of the website/ service.

Any additional terms and conditions, standard operating procedures (SOPs), service-level agreements (SLAs), terms of use, disclaimers and other policies applicable to general and specific areas of this Agreement, Website, Mobile App and/or Service shall be construed to form an integral part of this Agreement and any breach thereof will be construed as a breach of this Agreement.

Your access to use the Services will be solely at the discretion of Quickdaak.

1. ELIGIBILITY

That the platform can be used by only those who can form a legally binding contract as per the rules and regulations of Indian Contract Act, 1872. However, if any minor has shared/ provided any information on the platform of Quickdaak without the supervision of parents /guardian, in that case parent/guardian can contact our grievance officer between office hours.

2. USER ACCOUNTS

- a) Users must be registered on the Platform to access or avail the Services for your business purposes. Except with Quickdaak’s approval, one User may only register one account on the Platform. Quickdaak may cancel or terminate a user’s account if Quickdaak has reasons to suspect that the User has concurrently registered or controlled two or more accounts.
- b) A set of user ID and OTP (One Time Password) / password is unique to a single account. Any action triggered on your user account on the Platform or by using the unique OTP will be deemed to have been authorized by you and with your express consent. You shall be solely responsible for maintaining the

confidentiality and security of your user ID and password and for all activities that occur under your account.

- c) You agree that all activities that occur under your account (including without limitation, posting any information, clicking to accept any terms & conditions or rules, subscribing to or making any payment for any Services, sending emails using the Platform or other communications) will be deemed to have been authorized by you.
- d) When you access the Platform, you are electronically communicating with Quickdaak. Quickdaak may communicate with you by e-mail, SMS, calls, App messages or messages through other modes of communication, phone call or by posting notices on the Platform or by sending in-app notifications or any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages) in the above manner, from Quickdaak with respect to your use of the Platform and it shall be deemed by your continued use of the Platform that you agree and consent to receive any communications from Quickdaak.

3. FACILITATOR

The Seller acknowledges that Quickdaak's role under this Agreement is limited to provide Services to facilitate transactions between Seller and the Logistics Service Provider and hence the Quickdaak is merely a facilitator. The transaction for sale of any of the products is a bipartite contract between Seller and the consignee and Quickdaak neither will have any obligations or liabilities in respect of such contract nor shall hold any rights, title or interest in the products sold by Seller. Quickdaak will also not be responsible for any unsatisfactory performance or any actions or inactions or omissions by the Seller including delays, defects or wrong information.

4. RESTRICTIONS ON USE AND UPLOADING

- a) Seller agrees, undertakes, and confirms that Seller's use of Platform shall be strictly governed by the following binding principles, Seller shall not host, display, upload, modify, publish, transmit, update or share any information which:
 - I. to which Seller does not have any right to;

- II. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- III. is misleading in any way;
- IV. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- V. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- VI. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
- VII. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- VIII. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- IX. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- X. refers to any website or URL that, in sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms;
- XI. harm minors in any way;
- XII. violates any law for the time being in force;
- XIII. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel-bots,

- easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- XIV. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- XV. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming" or messages using Quickdaak's communication Platform;
- XVI. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content on the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content on the Platform, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. Quickdaak reserves its right to bar any such activity;
- XVII. Unless expressly permitted, Seller shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform, or any network connected to the Platform. Seller shall not reverse look-up, trace or seek to trace any information on any other Seller or visitor to Platform, or any other Seller, including any account on the Platform not owned by Seller, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Seller's own information, as provided for by the Platform.
- b) Quickdaak may restrict, suspend or terminate the account of any Seller who abuses or misuses the Services. Misuse includes creating multiple or false profiles, infringing any Intellectual Property rights, violating any of the terms and conditions of this Agreement, or any other behaviours that Quickdaak, in its sole discretion, deems contrary to its purpose. In addition, and without

limiting the foregoing, Quickdaak has adopted a policy of terminating accounts of Seller who, in the Quickdaak sole discretion, are deemed to be repeat infringers of any terms of use even after being warned by it. In addition, Quickdaak may also restrict, deactivate, suspend or terminate the account of any Seller upon the request/instructions of Logistics Service Provider. In such event, Quickdaak reserves the right to charge a penalty of Rs. 10,00,000/- from the seller.

5. SERVICE FEE

Quickdaak is bound to provide the best services at a reasonable rate. The service fee will be governed by the following terms:

- a) Subject to the provisions of this Agreement, you will pay the agreed service fee and other amounts set forth in this Agreement. The agreed fee and other amounts are final and binding over both the parties unless and until both the parties agreed to amend the same mutually. Payment mode selected by the Seller is Wallet.
- b) You agree that the billing credentials provided by you to Quickdaak will be accurate and you shall not use billing credentials that are not lawfully owned by you. you agree to pay all service fees and other fees applicable on your use of Services or any other services which are beyond the scope of the Services and/or this Agreement.
- c) You are solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting under applicable law. Quickdaak is in no way responsible for any of your taxes or legal or statutory compliances. Unless otherwise specified, all fees shall be exclusive of taxes, and Goods and Service tax and other statutory taxes, as applicable, shall be levied on every booking done by you through our Platform.
- d) Quickdaak shall raise an invoice for the Services and the freight amount (if payable) once in a calendar month (preferably in mid of the month and end of the month). The invoice shall be available on the billing / payments section available on the Quickdaak's Platform. You are required to clear the outstanding invoice amount within 7 days from the date of the invoice or same will be deducted from your wallet in case you opt payment mode as wallet.

- e) COD remittance. It will be on D+7 basis, once in a week, on every Tuesday where D is the delivery date of the shipment.
- f) In the event, you fails to pay the full invoice amount in accordance with the time period mentioned above or any other amounts/charges payable under this Agreement by the due date, then quickdaak reserve the right to retain the amount received from your end customer through COD Method (cash on delivery) and subsequently adjust the same against the outstanding invoice amount. Also, Quickdaak reserves the right to levy an interest of 2.5% per month from the due date of payment, till such time you are not making entire payment towards the outstanding invoices.
- g) In the event, you choose to close your account with Quickdaak, or this Agreement expires or is terminated, Quickdaak will deduct the Fees, and the freight amounts due to it from the User, from the COD Amount. Quickdaak shall, thereafter, remit the remaining COD Amount after deduction, within 10 (ten) days from the date of such closure/expiration/termination, subject to reconciliation and completion of all the shipments and transactions pertaining to the User/his account.
- h) In the event, the COD Amount falls short of the outstanding amount payable by you, within 5 (five) days from the date of such closure /expiration /termination pay the outstanding amount to Quickdaak needs to made by you, and until the payment of the entire outstanding amount are being not cleared by you, Quickdaak shall retain the custody of (and subsequently dispose within 30 days of retention) the shipments of the User which are in the possession of Quickdaak logistics vendor(s).
- i) Parties to do periodic reconciliation of their books/ ledger. Any discrepancies identified to be mutually resolved within 60 days from the date of pickup of the product.
- j) It will be the responsibility of the Seller to verify the invoices and inform the Quickdaak within seven (7) business days in case of any discrepancies in the contents of the invoice. In the event of any dispute between the Parties with respect to the contents of the invoice, the Parties shall promptly seek to resolve the dispute in good faith and the Seller will ensure payment of any disputed amount within ten (10) business days of resolution of such dispute as

per the terms set forth herein. The Seller will also ensure payment of the undisputed amount as per the terms set forth in this Agreement.

6. QUICKDAAK'S SERVICES AND ITS CONSEQUENCES

- a) The Quickdaak shall provide the Services on “as and when required” basis. That the Quickdaak’s Portal will be integrated with Seller’s platform and Quickdaak will receive automatic updates for orders that are required to be deliver to the end customers of the Seller. After the integration, Seller Need not to raise specific requests in any manner to the Quickdaak unless so required by the Seller.
- b) Quickdaak is the author and owner of its logistics software, hereinafter to be referred as “platform”, providing its Seller an automated shipping panel services integrated with the courier partners. Seller agrees that Quickdaak shall have no responsibility in the actual delivery and shipment of the parcel, and Quickdaak undertakes to delivery all shipments of the Seller’s end customer through assigned logistic partner as and when Quickdaak receives request from Seller.
- c) Quickdaak and Seller shall sign a No dues certificate (NDC) within 60 days from the close of each month.
- d) Quickdaak and Seller shall sign a No dues certificate (NDC), Post clearance of previous months’ invoice.
- e) The Quickdaak will receive automatic updates for orders after the integration of both party Platforms. Quickdaak also provide that the Seller may also request for the Services in the manner provided on the Website.
- f) On the request made by the Seller in the manner provided above, the Quickdaak shall arrange a Field Executive to be available with the Seller to provide the Services within a cut off time as directed by the customer support team of the Quickdaak depending on the availability of the Field Executives and other circumstances.
- g) The Seller shall hand over the properly packaged parcel to the Field Executive. In case, at the time of handing over the parcel, if field executive, find out that parcel is a temper or damaged parcel in such event, Quickdaak is not responsible for such damage. In case, at the time of handing over the

parcel, if the parcel was not packed properly, in such event, Quickdaak is not responsible for such in-transit damage.

- h) The Field Executive will deliver the parcel to the Identified Customer within a reasonable time, or such time as is agreed with the Seller. Provided however if there are any delays in delivery of the parcel to the Identified Customer on account of bad weather, heavy or congested traffic or similar conditions then neither the Quickdaak nor the Field Executive shall be responsible for any such delays.
- i) Seller shall provide/display prominently on package the shipping label having full details of the order number, consignee details, parcel details, return address i.e. the shipping address and the gross value and collectable value (net value) to be collected in case of COD (Cash on Delivery) shipments. The Quickdaak's backend panel platform shall enable the Seller to take a print of the shipping label with all the details and the same shall be pasted on the shipment.
- j) In the event of Identified Customer cancelling its parcel while the parcel is in transit or upon non-delivery of the parcel due to the absence of the Identified Customer at the specified location, the Field Executive of Quickdaak shall arrange to return the Parcel to the Seller. Upon return of the parcel the Seller shall pay such amounts to Quickdaak as provided in this agreement and all such cases shall be treated as Non-Delivery Report ("NDR") and if, at the time of non-delivery of parcel, the Seller did not response within 24 hours, the Quickdaak shall reserve the right to mark such parcel as RTO.
- k) In case a courier name in the commercial table for RTO ends with (A/S), for example Xpressbees(A/S) or Delhivery(A/S) then it means that for this slab forward dispatch was done by AIR mode and return to origin will be done by Surface mode.
- l) It is agreed between the Parties that any claim with respect to shipment weights and/or shipment lost/damage/closure shall be made within 30 days of the close of the month ("Claim Period") by the Seller. Any claim made after the above Claim Period shall not be acceptable to Quickdaak and Seller shall not hold any amount for such claim from the invoice.
- m) Lost Claim. The maximum liability of the Quickdaak and the sole and exclusive remedy of the Seller for the damage or loss or theft or

misappropriation of any parcel or cash caused due to gross negligence and willful misconduct of Quickdaak shall be limited to Rs. 2,000/- per parcel or the actual amount of cash or the parcel value shared in the manifest whichever is lower, notwithstanding anything contained above the maximum liability for Reverse Pick-ups shall be limited to Rs. 1000/- per parcel or 50% of the Parcel value shared in the manifest whichever is lower.

For loss or theft or misappropriation of any parcel or cash caused due to gross negligence and willful misconduct of Quickdaak, the Quickdaak shall provide the COF to the Seller for all lost/damaged parcels with a value above Rs. 2,000/- as per the Manifest. Notwithstanding anything contained above the Quickdaak shall not be liable to the Seller to pay amount for lost/damaged parcels once COF has been provided to the Seller.

In relation to the above, it is clarified that:

- i. in case of a claim under this Agreement by the Seller (due to any reason including damage, lost, theft, etc.), Quickdaak shall only be liable to pay Rs. 2,000 or the parcel value of the shipment, whichever is less, except in cases where Quickdaak has received a request from the Seller (within 7 days of the lost/damage declared date) for procuring certificate of facts (COF) from the concerned courier company. In such a case, Quickdaak shall only be required to arrange the COF from the concerned courier company and will not be liable to pay any compensation to the Seller.
 - ii. The Seller agrees that all claims relating to: (i) damage to the shipment must be notified to Quickdaak in writing within forty-eight (48) hours of the delivery of shipment; and (ii) loss/theft of the shipment must be notified to Quickdaak in writing within thirty (30) days of the shipment pickup date; and
 - iii. It is hereby informed and agreed that Quickdaak and/or its courier partner(s) shall not be responsible for any damage to the shipments which include liquid or fragile items/parcels (including but not limited to liquid cosmetic, beauty parcels and glass items).
- n) It is known to both the parties that there might be a chance of hike in fuel prices and it is agreed by the Seller that if there is a hike in price of Diesel in such event, the Fuel surcharge mechanism will be applicable and the same will

be billed under “Air” and “surface” movement along with distance shipments travel.

- Fuel price varies between - (**INR 70 - INR 99**) in this case we won't levy any additional charge.
- Fuel price > **INR 99**, Therefore, the zone-wise DPH charges shall be as follows:

Price Hike ->100-105		Price Hike ->105-110		Price Hike ->110-115		Price Hike ->115-120	
Zone	Per/Waybill (In Rs.)	Zone	Per/Waybill	Zone	Per/Waybill	Zone	Per/Waybill
A	0.5	A	1	A	1.5	A	2
B	0.5	B	1	B	1.5	B	2
C	1	C	2	C	3	C	3.5
D/E	1.5	D/E	3	D/E	4.5	D/E	5

*If price hiked more than Rs. 120, in such event, Fresh Commercials/ prices will be shared with Seller

7. ROLES AND RESPONSIBILITIES OF THE QUICKDAAK

- The Quickdaak shall make commercially reasonable endeavours that the Services are performed in a professional and competent manner, consistent with industry standards reasonably applicable to such services.
- The Quickdaak and not the Seller, shall have the right to control the manner and means by which the Services are to be completed by the Quickdaak pursuant to this Agreement. The Quickdaak shall also retain the right to ensure that the Services are being performed according to the agreed specifications.
- The Quickdaak make practically reasonable endeavours that:
 - Field Executive shall be available with the Seller within a reasonable time when required by the Seller for providing the Service. However, the Quickdaak shall reserve the right to reject the request made by the Seller in cases of non-availability of Field Executives due to unforeseen circumstances and Force Majeure.

- II. The parcels given by the Seller are delivered timely and in good condition to the address of Identified Customer or any other person specified by the Seller. In order to do so, Seller authorizes Quickdaak to store/process/share/reproduce the Identified customer's order related data for intelligence purposes and improving the delivery performance.
- d) It is expressly understood by the Parties that the Quickdaak is a mere Service provider to the Seller and not in any other capacity whatsoever it may be called. It is further agreed to by the Parties that the Quickdaak is not performing any activity or job or providing service on behalf of the Seller which is tantamount to seller or retailer and or stockiest/distributor. The complete activity performed by the Quickdaak under this Agreement is based on specific instructions given by the Seller as part of the scope defined from time to time.
 - e) Quickdaak or Quickdaak's Logistic Partner will retain damaged goods for 7 (Seven) days from the date of damage declaration. Thereafter Quickdaak has the right to dispose of the damaged shipment. Seller shall provide soft copies of all the invoices for the damage & lost shipments against which credit note is provided to Seller.
 - f) POD retention is for 90 (Ninety) calendar days only. The Quickdaak shall not be obligated to retain PODs beyond a period of 90 (Ninety) calendar days from the date of Delivery.

8. ROLES AND RESPONSIBILITIES OF THE SELLER

- a) Said To Contain Basis & Inspection: It is expressly understood by and between the Parties that all parcels agreed to be delivered by Quickdaak or its logistics partners are on "SAID TO CONTAIN BASIS" i.e. Quickdaak or its logistics partners shall be under no obligation and is not expected to verify the description and contents of the parcels declared by the Seller on the docket and as such, the Seller shall undertake and ensure to make proper, true, fair, correct and factual declaration on the docket regarding description and value of parcels. Further, Quickdaak is not responsible in any way whatsoever for the merchantability of the parcels.
- b) The Seller shall not book / handover or allows to be handed over any parcel which is banned, restricted, illegal, prohibited, stolen, infringing of any third party rights, liquid materials, hazardous or dangerous or in breach of any tax

laws or contains any cash, jewelry (excluding artificial jewelry), gold, silver, diamond, platinum, precious metals, precious stones, currency, bullion, letters and financial and security instruments and Quickdaak shall not be liable for the Delivery of any such parcels.

- c) Without prejudice to the generality of the aforesaid, an indicative list of the banned or prohibited Products is given in Annexure. In the event Seller handover or provides the afore-said Products to the Quickdaak then Quickdaak shall not be responsible and liable for any loss, damage, theft, or misappropriation of such parcels even if Quickdaak or Delivery Personnel has the knowledge of the same and even if such loss, damage, theft, or misappropriation is caused due to any reason attributable to Quickdaak or Delivery Personnel. In case any restrictive/banned/prohibited item is found in the shipment handover to Quickdaak or Delivery Personnel by the Seller then Seller is solely liable to pay any penalty/tax levied by any statutory authority/airlines/Railways/RTOs. Quickdaak will share duly paid challan with the Seller.
- d) Please note training for operating the dashboard should be taken seriously. Any dispute arising due to booking in the incorrect slab by mistake shall be borne by the Seller only. Quickdaak shall not be liable in case of booking the shipment in the incorrect slab/ weight from the Seller's end.
- e) The Seller shall ensure the availability of the parcels before making a request to the Quickdaak for a Field Executive. The Seller shall ensure that:
 - I. The parcels which are banned or declared illegal or the transportation of such parcels which require a license under the Applicable Laws, shall not be shipped through the packaged packet. The Seller does not carry on activities, which are banned or illegal or immoral under the Applicable Laws.
 - II. In the event Seller hands over or provides the aforesaid goods/shipments to Quickdaak/its courier partner, then Quickdaak /its courier partner shall not be responsible and liable for any loss, damage, theft or misappropriation of such parcels even if Quickdaak or delivery personnel has the knowledge of the same and even if such loss, damage, theft or misappropriation is caused due to any reason attributable to Quickdaak or delivery personnel. The Seller undertakes that in the event any

article/good/shipment booked/handed over by it falls within the category of the banned/illegal items or those described above (including reactive, hazardous and dangerous goods which are in breach of any applicable law or of any packaging/transportation guidelines of the concerned courier partner), then the Seller agrees to indemnify Quickdaak and its courier partner for any and all issues, losses and damages pursuant thereto.

- III. The Seller agree that the Seller shall be responsible for proper, tamper proof and damage proof packing of the parcels. In no event Quickdaak is responsible for damage of parcel in transit due to improper packaging.
- IV. The Seller agree that the Seller shall use good quality boxes and tapes, duly engraved with your trademark/name, etc. and not generic tapes for the packaging/sealing of the goods/shipments. In case generic (brown/plain) tapes are used in the packaging/sealing of the goods/shipments, Quickdaak shall have no responsibility of any kind, in case of pilferage/damaged/alteration/tapering/leakage etc. of the goods/shipments. In such a scenario, the entire responsibility shall be of the Seller
- V. Seller shall collect receipt(s) of the signed copy of the shipping manifest; it is the proof of handover of shipment to the courier companies.
- VI. At the time of handing over the parcels to the Field Executive, the parcels should be in good condition. If the parcels are not in good condition at the time of handling the parcels, the Field Executive, at his sole discretion, may refuse to accept the Parcel, without any liability to the Quickdaak.
- VII. The Seller is solely liable for Parcels shipped through Quickdaak. In the case of any Parcel mismatch/quality issue, Quickdaak shall not be liable
- VIII. The Seller shall give adequate prior intimation to the Quickdaak about the nature of the parcels to be transported. The Seller shall also intimate the Quickdaak about whether such parcels are to be delicately handled, whether the parcels are of hazardous nature and other conditions with which the parcels have to be handled in order to facilitate the Quickdaak to make adequate arrangements for transport of such parcels. This prior information is critical to the Quickdaak. In the event of failure to provide such information, the Quickdaak shall not be held liable for any damages and in addition, the Seller shall be liable to indemnify the Quickdaak for any actual

and direct loss/injury suffered by its authorised personnel or to its vehicles on account of such hazardous nature of parcels. The Seller agree that any information give to Quickdaak will always be true, accurate, correct, complete and up to date which shall be used by the Quickdaak as per their requirements. The Seller shall provide proper prior intimation of the destination and details of the Identified Customer to whom/which the parcels are to be delivered. Failure to provide proper information and/or any requisite information in relation to the parcels, shall absolve the Quickdaak of any liabilities towards loss from damaged, defect, delay or mis-delivery. The Seller agrees that it will be solely responsible for any breach of its obligations under this Agreement and for the consequences (including any loss or damage which the Quickdaak may suffer) of any such breach.

- IX. The Seller shall be solely and directly liable to its Identified Customers. The Quickdaak shall be liable only to the Seller to the extent and in the manner set out in the Agreement. To that effect, the Seller shall ensure to protect and immediately indemnify the Quickdaak against any such claims from Identified Customers of the Seller.
- X. The Seller shall ensure to make its premises or location of delivery of the parcels, safe and accessible to the Field Executive for loading of the parcels.
- XI. The Seller shall be ready with the package in packed order when the Field Executive comes to receive the shipment, all pick-ups should be logged before the cut off time as directed by the customer support team of the Quickdaak, and no pickup beyond the cut-off time of the Courier Partner shall be possible.
- XII. The Seller shall not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services) of the Quickdaak.
- XIII. Quickdaak hereby authorizes the Seller to view and access the content available on the Website solely for ordering, receiving, delivering and communicating as per this Agreement. The contents of the Services, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "Quickdaak's Content"), are the property of

Quickdaak and are protected under copyright, trademark and other laws. Seller shall not modify the Quickdaak Content or reproduce, display, publicly perform, distribute, or otherwise use the Quickdaak content in any manner, without the consent of Quickdaak.

- XIV. Seller shall not transfer or share (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their log-in or right to use the Service to any third party. The Seller shall be solely responsible for the way anyone have authorized to use the Services and for ensuring that all of such users comply with all of the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any such Seller shall be deemed to be a violation thereof by Seller, towards which Quickdaak shall have no liability or responsibility.
- XV. Notwithstanding anything provided contrary in this Agreement, the Seller hereby: (i) agrees that the Seller has voluntarily submitted the various KYC information and documents (including but not limited to Aadhaar card/OTP, PAN card, voter id, passport, driving license, GST certificate, income tax returns, entity details, etc.) and requisite information as required by Quickdaak from time to time; (ii) provides his consent for verification of the information and documents submitted to Quickdaak in order to establish its genuineness in the manner permitted by applicable laws; and (iii) provides his consent and further authorizes Quickdaak to share his relevant details and documents (including but not limited to business/registered name(s), phone number(s), address(es), email-id(s), bank account details, KYC documents, etc.) with the concerned judicial authority, court, police, complainant, etc. (as the case may be) in the event of a complaint been filed against the Seller or dispute been raised in relation to the shipment(s) made by the Seller.
- XVI. Seller should properly paste and insert the invoice, in and on the package.
- XVII. Seller to agree that when a shipment comes back as RTO (return to origin) due to failure of COD, failed delivery, failure to pay any duty, or any other reason whatsoever, Seller agrees to make payment as applicable.
- XVIII. In the event of any consumer complaint/dispute related to the parcel, the cases will be sent to the Seller, and it will be sole responsibility of the Seller to resolve such cases within 24 Hrs of receiving such cases. In case of any

failure to resolve such cases, the Quickdaak reserves the right to take appropriate action, legal or otherwise.

9. RETURNS/RTO OF THE PARCELS

- a) Quickdaak reserves the right to return to the Seller, the parcels which are not accepted by the customer of the Seller for any reason whatsoever, at the location(s) as specified by the Seller. Quickdaak reserves the right to apply the RTO (return to origin) charges same as the agreed shipping rates.
- b) Quickdaak agrees that the returns will be initiated by the Courier Partners for all parcels which are not accepted by the customer of the Seller for any reason whatsoever. You will ensure that such parcels are accepted at the location(s) specified by Seller and share the Airway bill number against which the shipment returned to the Seller.
- c) In case of non-acceptance of the RTO shipment by the Seller or in case the Seller is not reachable for RTO shipment, Quickdaak reserves the right to levy suitable demurrage/incidental charges for extended storage of such parcels for any period exceeding 7 (seven) business days from initiation of the returns and up to 30 (thirty days) days from such date. In case of non-acceptance of the parcels beyond 30 (thirty) days, Quickdaak has the right to dispose such parcels, and the Seller will forfeit all claims in this regard towards the Quickdaak, also Seller will be required to pay charges for disposing the parcel, along with all other charges (including demurrage/incidental charges). Further in such a case, Quickdaak shall inter-alia have the right to: (a) retain the COD amounts of the defaulting Seller; and/or (b) retain the custody of the shipments of the defaulting Seller which are in the possession of Quickdaak Courier partner(s); and/or (c) forfeit the security deposit amount of the defaulting Seller (if any) lying with Quickdaak.

10. REVERSE PICKUPS

- a) “Reverse Pickup” means collection of the parcels by Quickdaak from the Seller’s customer address as specified by the Seller and the delivery of such parcels at a location mutually agreed between the Parties.
- b) Seller shall agree that in case of a reverse pick up of orders, Seller will be charged as per the reverse logistics price agreed by Seller under this Agreement.

- c) With Quality check: For Domestic carriage of shipments where shipments are not insured, the maximum liability is limited to Rs. 1,000/-, in case of reverse pickups. The Seller shall also include the price of every Product, along with the weight in the manifest shared with the Quickdaak. In cases where the Seller fails to provide the value of the Return shipment in the manifest shared with the Quickdaak, the maximum liability of the Quickdaak shall be Rs. 500 or 50% of the Product value, whichever is lower. Product value here is the invoice value. All claims under this clause shall be notified by the Seller within 30 days from the end of the month in which the shipment has been picked by the Quickdaak.
- d) Without Quality Check (only for loss and damage): For Domestic carriage of shipments where shipments are not insured, the maximum liability is limited to Rs. 1000/-, in case of reverse pickups. The Seller shall also include the price of every Product, along with the weight in the manifest shared with the Quickdaak. In cases where the Seller fails to provide the value of the Return shipment in the manifest shared with the Quickdaak, the maximum liability of the Quickdaak shall be Rs. 500 or 50% of the Product value, whichever is lower. Product value here is the invoice value. All claims under this clause shall be notified by the Seller within 30 days from the end of the month in which the shipment has been picked by the Quickdaak.
- e) Quickdaak and Quickdaak's Courier Partners shall not be responsible for verifying the contents of the parcels handed over by the customer to its delivery personnel. The packaging of such parcels shall also be the sole responsibility of the customer. The packaging should be good enough to ensure no damage in transit. The sole responsibility of the contents of the packed consignment shall lie with the end customer. Quickdaak and Quickdaak's Courier Partners shall be, in no way, responsible for any shortage or damage of such consignments unless the same is caused solely due to the gross negligence of Service Provider.
- f) For the same day reverse shipment pickup, request should be raised before 12:01 PM.
- g) For shipments insured by the Seller, Quickdaak may, at the request of the Seller, issue Loss/Damage/Shortage certificate within 75 days from the date of shipping. All claims must be notified to Quickdaak in writing failing which the Seller forfeits and waves its rights for such claim.

- h) The Quickdaak shall not be liable for any cash debits in case of damage to liquid or fragile shipments during transit.

11. DISPUTES REGARDING PARCELS/SERVICES.

- a) The Quickdaak shall not be responsible for any claims in connection with the late delivery of the parcels. Provided the late delivery is reasonable and caused by unforeseen situations and force majeure.
- b) The Quickdaak shall not be responsible for any damage caused to the parcel or if the parcel is harmed in any other manner before it comes into the possession of the Field Executives.
- c) The Quickdaak shall not be responsible for any damage caused to the parcel in transit due to improper inner or outer packaging of the parcel.
- d) The Quickdaak shall not be responsible for any damage caused to the parcel in transit due to improper packaging of the parcel provided that if the Seller follows all guidelines for packaging, then Quickdaak shall be liable to pay lost claim.
- e) In case of forward delivery, if Identified Customer raise the query that the parcel and packaging is damaged within 48 hours from the delivery of the parcel, the Quickdaak shall be liable to investigate the case and provide the claim on case-to-case basis. There is no liability of the Quickdaak in case parcel is damaged but there is no effect on packaging, or any complaint raised after expiry of 48 hours of delivery of such parcel.

Save as otherwise stated in this Agreement, for any claims by the Seller regarding non-connectivity of the shipment (i.e. where the Seller is claiming that the shipment has been picked up but not connected) - the signed copy of the manifest sheet of the pick up against the disputed shipment has to be submitted along with the claim request by the Seller within 3 (three) days from the pickup date. Without the signed manifest any such request shall not be considered valid.

12. CONFIDENTIAL INFORMATION AND DATA PROTECTION

- a) In the course of carrying out the Service undertaken under this Agreement, the Parties may have access to or may obtain certain Information of the other Party. The Agreement applies to all Information that the other Party may have access to in carrying out the Service undertaken under this Agreement. The

Parties is responsible for compliance of this Agreement by its employees or agents. "Confidential Information" in this Agreement shall mean confidential information and proprietary information concerning Parties including and without limitation; trade secrets, secret information, technical processes, finances, software language codes, data processing methodology, custom developed applications, dealings and method of dealings with the clients or the customers and its employees together with similar information of confidential or proprietary nature relating to either Party's suppliers, employees, agents, distributors, and customers and relationships of special trust and confidence with the clients or customers and employees.

- b) The Parties may be exposed to each other's or their associate other Party Confidential Information. The Parties agree that, during and after the Term of this Agreement, it shall use the Confidential Information solely for purposes of performing its obligations and/or exercising its rights under this Agreement and shall not disclose to any third party any Confidential Information without the prior written consent of other Party.
- c) The aforementioned confidentiality obligations shall not extend to Confidential Information which:
 - I. has ceased to be confidential without default on the part of the receiving Party;
 - II. has been received from a third party who did not receive it in confidence; and
 - III. the receiving Party is required by any court, government or other regulatory body to disclose, but only to the extent required by law, provided that the receiving Party gives the disclosing Party written notice as soon as practicable of such requirement and consult in good faith the disclosing party on the content and manner of any disclosure.
 - IV. Upon request by the disclosing Party, the receiving Party must deliver to the disclosing Party all documents and other materials in any medium in its possession or control, which contain or refer to the disclosing Party's Confidential Information. If the documents or other materials are not capable of being returned, the receiving Party must destroy and certify the destruction of such documents and materials to the reasonable satisfaction of the disclosing Party.

- d) In the event a Party or any of its personnel is legally compelled under applicable law to disclose the Confidential Information or any part thereof, such Party shall provide the other Party with prompt written notice of such requirement so that the affected Party may seek a protective order or other remedy or waive compliance.
- e) When records of personal data are no longer required, the Service Provider must ensure that this information is destroyed, disposed or obfuscated of in a secure manner.
- f) parties shall take adequate measures to maintain the confidentiality of the data provided by other party.

13. DISCLAIMERS AND WARRANTIES

- a) Quickdaak shall not be liable for any third-party product or services. The advertisements available on e-mail or website with respect to the third-party website or the Products are for information purposes only.
- b) Further, Quickdaak shall not be held responsible for non-availability of the website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Quickdaak's control. The user understands and agrees that any material or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. Quickdaak is not responsible for any typographical error leading to an invalid coupon. Quickdaak accepts no liability for any errors or omissions with respect to any information provided to you whether on behalf of itself or third parties.

14. THIRD PARTY WEBSITES

These linked sites are under no way in control of Quickdaak and we shall not be held responsible for the contents of any linked sites, including without limitation to any link contained in the linked site or any changes or updates to linked site. We shall not be held responsible for any transmission whatsoever received by you from any linked site. The Website/ App provides links to you only as a convenience and the inclusion of any link does not imply endorsement by us or

any association with its operators or owners. You are requested to verify the accuracy of all information on your own before relying on such information.

15. INTELLECTUAL PROPERTY RIGHTS

Nothing contained in this Agreement constitutes a non-transferable, royalty free and non-exclusive license in favour of the User to use the Intellectual Property owned by the Quickdaak under the services opt by User such as, but not limited to trademarks, service marks or logos, and any use by the User of the same shall be only with the prior written permission of the Quickdaak, as the case maybe.

16. PRIVACY

The User of the website or mobile app Services is also governed by our privacy policy which are available on <https://quickdaak.com/> and incorporated into this agreement by this reference.

17. INDEMNITY

- a) The User (“Indemnifying Party”) hereby agrees to indemnify, defend and hold Quickdaak, its affiliates, officers, directors, employees, contractors, sub-contractors, consultants, licensors, other third party practitioners, agents and representatives (“Indemnified Party”) harmless from and against claims, demands, actions, liabilities, costs, interest, damages and expenses of any nature whatsoever (including all legal and other costs, charges and expenses) incurred or suffered (directly or indirectly) by the Indemnified Party, on account of: (a) Indemnifying Party’s access to or use of Services; (b) violation of this Agreement or any terms of use of the Services by the Indemnifying Party (and/or its officers, directors and employees); (c) violation of applicable law by the Indemnifying Party (and/or its officers, directors and employees); (d) wrongful or negligent act or omission of the Indemnifying Party (and/or its officers, directors and employees); (e) any third party action or claim made against the Indemnified Party, by reason of any actions undertaken by the Indemnifying Party (and/or its officers, directors and employees); (f) any fraudulent activities being carried on by the User; and (f) any duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on the shipments.

- b) Notwithstanding anything to the contrary contained under this Agreement, in any event the Quickdaak shall not be liable (whether in contract, warranty, tort, including but not limited to negligence, product liability or other theory) to the User or any other person or entity for any indirect, incidental, punitive, special, consequential or exemplary damages (including damages for loss of revenues, loss of profit, or anticipated profits, loss of goodwill, loss of business or data or cost of procurement) arising out of or in relation to this Agreement even if the Quickdaak has been advised of the possibility of damages. Quickdaak's aggregate liability to the User under this Agreement or under any Applicable Law or equity shall be Rs. 20,000/- or on actual basis whichever is lower to the Quickdaak.

18. TERMINATION

- a) This Agreement shall come into force immediately after creating an account on the platform and shall be valid, legal and binding from such date.
- b) If at any time after creating an account, there is a breach of any warranties by any party; or there is any breach or non-fulfilment by a party ("**Defaulting Party**") of its obligations under this Agreement then the other party ("**Aggrieved Party**") may deliver a written notice to Defaulting Party which notice shall specify a period of 15 days from the date of such notice to remedy such breach, deficiency or matter that is capable of being cured, and during such day period the Defaulting Party shall have the opportunity to remedy such breach, deficiency or matter. If the Defaulting Party does not remedy the relevant breach, deficiency or matter to the reasonable satisfaction of the Aggrieved Party by the end of the 15 (fifteen) day period, or if the relevant breach, deficiency or matter is incapable of being cured, a "**Material Breach**" shall be deemed to have occurred under this Agreement.
- c) Upon the occurrence of a Material Breach:
- I. all obligations of Aggrieved Party towards the Defaulting Party shall automatically lapse without any further act, deed or thing on the part of any Party except for the already pending dues of User towards Quickdaak; and
 - II. Aggrieved Party may terminate this Agreement at any time, by delivering a written notice to the Defaulting Party.

- d) The termination rights under this Clause are in addition to, and not exclusive of, any other rights and remedies that the parties may have hereunder under applicable laws or otherwise.

19. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

User shall not assignment its rights and obligations under the Agreement. Any assignment of rights without prior written consent of Quickdaak, shall not be valid and neither release User from its obligations and responsibilities.

20. NOTICES

All notices or other communications required to be made under this Agreement shall be valid when received, if personally delivered and an acknowledgement in writing is obtained; when transmitted, if transmitted by E-mail, upon receipt of acknowledgement, if sent by registered post with acknowledgement due. In each case notice will be sent to the respective parties in the address as provided by them time to time. any change in the address of a party should be notified to the other party on immediately basis.

21. MISCELLANEOUS

- a) Relationship Of Parties. The Parties are not and shall not be considered joint ventures, partners, or agents of each other, and neither shall have the power to bind or obligate the other except specifically as set forth in this Agreement. Parties agree that the relationship created by this Agreement is not a fiduciary relationship. Neither of the Party shall not, under any circumstances, act or hold itself out as an agent or representative of the other Party.
- b) Entire Understanding. This Agreement contains the complete and integrated understanding and agreement between the Parties hereto and supersedes any understanding, agreement or negotiation, whether oral or written, as set forth herein or in written amendments hereto duly executed by both Parties.
- c) Force Majeure. Any non-performance or delay in performance by any Party of any of its duties, obligations or responsibilities under this Agreement, shall be excused if, and to the extent that such non- performance or delay in performance is caused by force majeure. For the purposes of this Clause,

“force majeure” shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein:

- I. Acts of God, including without limitation fire, storms, floods, earthquake or lightning pandemic.
 - II. War, hostilities, terrorist acts, riots, civil commotion, pandemic, spread of life-threatening communicable diseases, or disturbances, change in governmental laws, orders or regulations adversely affecting or preventing due performance by any Party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a government, central or state in India or overseas, or any agency thereof, sabotage, explosions.
 - III. Strikes, lockouts or other concerted industrial action or failure of Internet.
 - IV. Any other acts, occurrences, events or circumstances beyond the reasonable control of the Party affected.
- d) Dispute Resolution. In the event of any dispute that remains unresolved for a period of 30 days, the party aggrieved shall submit the dispute before Mediation Centre (High court of Punjab and Haryana and subordinate courts) for mediation, an independent mediator appointed by such Mediation Centre. This provision shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement. In the event of any dispute that remains unresolved even in mediation then only that dispute will be referred to the court of Gurugram only. Notwithstanding anything contrary to the provisions of this Clause, either Party hereto shall have the right to obtain temporary restraining orders or temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, however, such Party shall contemporaneously submit the dispute, controversy or claim for mediation on the merits as provided herein.
- e) Governing Law and Jurisdiction. This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India and subject to Dispute Resolution provisions contained in this Agreement, the courts in Gurugram, India shall have exclusive jurisdiction over the Dispute referred to it under this Agreement.

- f) Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision, and all other provisions of this Agreement shall continue to remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, if required, the parties will negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.
- g) Sub-contractor. The Quickdaak shall have the right to appoint a third-party sub-contractor for rendering the Services without any prior intimation of such appointment being provided to the Seller.
- h) Compliance With Laws: Each Party shall at all times and at its/his/her own expense: (a) strictly comply with all applicable laws, now or hereafter in effect, relating to its/his/her performance of this Agreement; (b) pay all fees and other charges required by such applicable law; and (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any authority to the extent necessary to perform its obligations hereunder.

a) **INQUIRIES**

For any query and questions related to this policy kindly write us on sales@quickdaak.com support@quickdaak.com

ANNEXURE

Additional terms

1. Higher of (Minimum COD Charge) or (COD%) of the collectable value will be charged. Minimum COD charge and COD % values are mentioned in the forward logistics commercials.
2. Chargeable Weight will be higher of {(Volumetric Weight (L*B*H (in cms)/Divisor), Dead Weight}. “Divisor” used in this calculation is mentioned in the commercials table of the respective courier slabs.
3. **DANGEROUS GOODS**
 - Oil-based paint and thinners (flammable liquids)
 - Industrial solvents
 - Insecticides, garden chemicals (fertilizers, poisons)
 - Lithium batteries
 - Magnetized materials
 - Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
 - Fuel for camp stoves, lanterns, torches or heating elements
 - Automobile batteries
 - Infectious substances
 - All the goods which are prohibited by airport authority of India.
 - Liquid Shipments
 - Any compound, liquid or gas that has toxic characteristics
 - Bleach
 - Flammable adhesives
 - Arms and ammunitions
 - Dry ice (Carbon Dioxide, Solid)
4. **RESTRICTED ITEM**
 - Precious stones, gems and jewellery
 - Uncrossed (bearer) drafts / cheque, currency and coins
 - Item and/or a quantity prohibited or restricted under applicable law.

- Poison
- Firearms, explosives, and military equipment.
- Hazardous and radioactive material
- Foodstuff and liquor
- Any pornographic material
- Hazardous chemical items