

MERCHANT AGREEMENT

SHIPROCKET™ PLATFORM AND LOGISTICS MANAGEMENT SOLUTION

This Merchant Agreement (“**Agreement**”) is between **you** (company/individual/firm/partnership/body corporate), together with any company or other business entity you are representing, if any (hereinafter collectively referred as “**Merchant**” or “**you**” or “**User**”); and **BigFoot Retail Solutions Private Limited**, a company registered under the Companies Act, 1956, having its registered office at 81A, Road Number 41, Punjabi Bagh (West), New Delhi 110026 and corporate office at Plot No B, Khasra-360, Sultanpur, M.G. Road, New Delhi-110030, offering ‘Logistics Management Services’, under the name ‘**Shiprocket**’ (hereinafter referred to as “**BFRS**” or “**we**” or “**Shiprocket**” or “**Company**”, and together with the User referred jointly as the “**Parties**” and individually as a “**Party**”).

BACKGROUND

This Agreement comes into effect when you register to use the Services (*as defined below*), or click on “**Continue**” box, and accept the terms and conditions provided herein.

By registering or clicking on the ‘Continue’ box, you signify your absolute, irrevocable and unconditional consent to all the provisions of this Agreement in its entirety. This Agreement constitutes a legally binding agreement between you and BFRS. This Agreement defines the terms and conditions under which you’re allowed to use the Shiprocket’s website (“**Website**”) and Shiprocket’s mobile application (“**Mobile App**”), and how BFRS will treat your account while you are a member. If you have any questions about our terms, feel free to contact us at support@shiprocket.in.

You are advised to read this Agreement carefully. You expressly represent and warrant that you will not avail the 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.

The Website/ Mobile App and the online/ offline services of BFRS or its affiliates, provides access to a platform that facilitates more comfortable form of e-commerce where you can use the logistics services according to your requirements within India and in countries designated by BFRS from time to time (“**Service(s)**”).

This Agreement, among other things, provides the terms and conditions for use of the Services, primarily through a web-based practice management software hosted and managed remotely through the Website/Mobile App.

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.

BFRS reserves the right to modify the terms of this Agreement, at any time, without giving you any prior notice. Your use of the Service following any such modification constitutes your agreement to follow and be bound by the terms of the Agreement, as modified.

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 BFRS.

1. USER ACCOUNT USAGE

- 1.1 This Agreement is a master agreement which governs the relationship between the Parties in relation to one or more Services that are offered by BFRS to the User, *inter-alia* as per the terms and specifications mentioned in **Annexure-A** (*Shiprocket Service Specifications*). BFRS authorizes the User to view and access the content available on the Website/Mobile App 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 and Mobile App (collectively, "**BFRS Content**"), are the property of BFRS and are protected under copyright, trademark and other laws. User shall not modify the BFRS Content or reproduce, display, publicly perform, distribute, or otherwise use the BFRS Content in any manner, without the consent of BFRS.
- 1.2 User 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 User shall be solely responsible for the way anyone you 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 user shall be deemed to be a violation thereof by you, towards which BFRS shall have no liability or responsibility.
- 1.3 Multiple users are not permitted to share the same/single log-in. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any log-in you use to access the Services.
- 1.4 You agree that any information you give to BFRS will always be true, accurate, correct, complete and up to date, to the best of our knowledge. Any phone number used to register with the Service be registered in your name and you might be asked to provide supporting documents to prove the same.
- 1.5 You agree that you will not use the Services provided by BFRS for any unauthorized and unlawful purpose. You will not impersonate another person to any of the aforesaid.

- 1.6 You agree to use the Services only for purposes that are permitted by: (a) the terms of usage as outlined herein; and (b) any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of goods, data or software to and from India or other relevant countries).
- 1.7 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by BFRS, unless you have been specifically allowed to do so in a separate agreement with BFRS.
- 1.8 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 1.9 You agree that you are solely responsible for (and that BFRS has no responsibility to you or to any third party for) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which BFRS may suffer) of any such breach.
- 1.10 You shall indemnify BFRS for any claims, losses or damages, or for the costs of any regulatory or court proceedings suffered by BFRS, as a result of your breach of this Agreement, terms of use of the Services and/or of any applicable law.
- 1.11 You expressly acknowledge and agree that your use of the Services is at your sole risk and that the Services are provided “as is” and “as available”, and BFRS at its discretion, will provide any customization or modification.
- 1.12 You agree that this Agreement and the Services of BFRS form a part of subject to any modification or be removed by BFRS with change in government regulations, policies and local laws as applicable.

2. FEES AND PAYMENT

- 2.1 Subject to the provisions of this Agreement, the User will pay BFRS the fees and other amounts set forth in this Agreement, or otherwise agreed by the Parties.
- 2.2 BFRS may add new services for additional fees and charges or may proactively amend fees and charges for existing services, at any time in its sole discretion. Fees stated prior to the services being provided, as amended at BFRS’s sole discretion from time to time, shall apply.
- 2.3 If you purchase any subscription based paid service, you authorize BFRS to charge you applicable fees at the beginning of every subscription period or at such intervals as applicable to the said service, and you authorize BFRS make such modification to the fee structure as required and also agree to abide by such modified fee structure.
- 2.4 You agree that the billing credentials provided by you for any purchases from BFRS will be accurate and you shall not use billing credentials that are not lawfully owned by you.

- 2.5 The User agrees to pay all subscription fees, service fees and other fees applicable to User's use of Services or any other services which are beyond the scope of the Services and/or this Agreement, and the User shall not (directly or indirectly) circumvent the fee structure.
- 2.6 The User is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting under applicable law. BFRS is in no way responsible for any of the User's taxes or legal or statutory compliances.
- 2.7 All fees shall be exclusive of taxes, and Goods and Service tax and other statutory taxes, as applicable, shall be levied on every purchase/Service.
- 2.8 The payment process would be considered to be complete only on receipt of full fees and all other charges (as payable) into BFRS's designated bank account.
- 2.9 If applicable, BFRS shall raise an invoice for the Services and the freight amount (if payable) twice 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 of the User's dashboard on BFRS platform.
- 2.10 The User shall be required to clear the invoice within 7 (seven) days of the date of the invoice.
- 2.11 If the User fails to pay the full invoice amount in accordance with the time period mentioned above, BFRS will have the right to: (i) retain the amounts received from the end customer of the User through the cash on delivery method ("**COD Amount**"), and/or (ii) retain the custody of the shipments of the User which are in the possession of BFRS logistics partner(s), and/or (iii) levy an interest of 18% per annum from the due date of payment, till such time that the User makes entire payment towards the invoice.
- 2.12 In the event the User closes its account with BFRS, or this Agreement expires or is terminated, BFRS will deduct the Fees and the freight amounts due to it from the User, from the COD Amount. BFRS shall, thereafter, remit the remaining COD Amount after such 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. In the event, the COD Amount falls short of the outstanding amount payable by the User, the User shall within 5 (five) days from the date of such closure/expiration/termination pay the outstanding amount to BFRS, and until the payment of the entire outstanding amount, BFRS shall retain the custody of the shipments of the User which are in the possession of BFRS logistics partner(s). In the event of any delay in payment of outstanding amount by the User (as required under this clause), BFRS shall have a right to levy an interest of 18% per annum on the outstanding amount from the due date of payment till the date of actual payment.

- 2.13 Save as otherwise stated in this Agreement, for any claims by the User like wrong freight being applied, COD Amount missing, pilferage, in transit damage - the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request by the User within 3 (three) days of the raising of the invoice. Without the signed manifest the request shall not be considered valid.
- 2.14 The User agrees that in case of shipments booked under Cash on Delivery (“COD”), BFRS logistics partner shall collect cash, as per the instructions of BFRS from the consignee as per the details mentioned on the COD order form and remit/reimburse the amount to BFRS which then forthwith would be reimbursed to the User. However, BFRS shall not be held liable in case the COD amount has been delayed or misplaced by the courier company. The User shall seek its claim, loss or any damages suffered from the courier company directly, and in no way shall recover from BFRS or hold BFRS liable for the same. In this regard, the User agrees that BFRS shall have the right to deduct the freight charges from the COD Amounts received by BFRS, and then remit/reimburse the balance amount to the User.
- 2.15 BFRS may, from time to time, in its sole discretion, provide/allocate a credit limit to the User for the Services, which can be used by the User within a specified time period. In this regard, the User hereby acknowledges and agrees to pay the service fees and all other amounts (payable by it pursuant to this Agreement), and in the event User fails to timely pay the same, BFRS shall have an unconditional and irrevocable right, in addition to other rights and remedies available under this Agreement elsewhere, applicable law or otherwise, to recover the unpaid fees and amounts from the user *inter alia* by way of: (a) retaining the COD Amounts; and/or (b) retaining the custody of the shipments of the User which are in the possession of BFRS logistics partner(s).
- 2.16 BFRS reserves the right to modify the fee structure by providing a 30 (thirty) days’ prior notice, either by notice on your dashboard or through email to the authorized User, which shall be considered as valid and agreed communication. Upon the User not communicating any negative response/objection to BFRS to such notice, the Company shall apply the modified Fee structure effective from the expiry of the said notice period.
- 2.17 In order to process the fee payments, BFRS might require details of User’s bank account, credit card number and other such financial information. Users shall be responsible to maintain the confidentiality of such information provided by Users.
- 2.18 You can cancel your access to the Services using any of the cancellation methods listed in the Annexures or by contacting our customer support by email at support@kartrocket.com. The one time set-up fees shall not be refunded to the User.

3. LIABILITY

- 3.1 BFRS shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any action taken by BFRS, where the User has consented for the same.

- 3.2 BFRS does not provide or make any representation, warranty or guaranty, express or implied about the Services. BFRS does not verify any content or information provided by Users and to the fullest extent permitted by law disclaims all liability arising out of the User's use or reliance upon the Services.
- 3.3 The Services of BFRS may be linked to the services of third parties, affiliates and business partners. BFRS has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such services or made available by/through our Services.
- 3.4 Notwithstanding anything contrary provided in this Agreement, in no event, including but not limited to negligence, shall BFRS, or any of its directors, officers, employees, agents or content or service providers (collectively, the "**Protected Entities**") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Services or the content, materials and functions related thereto, User's provision of information via the Services, lost business or lost sales, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions of this Agreement or a User's use of the Services exceed, in the aggregate INR 1000 (Indian Rupees One Thousand) only.
- 3.5 In no event shall the Protected Entities be liable for failure on the part of the Users to provide agreed Services. In no event shall the Protected Entities be liable for any activity in relation to the Services provided to a User.
- 3.6 The Protected Entities and the BFRS shall not be liable for any act or omission of any other person/ entity furnishing a portion of the Service, or from any act or omission of a third party, including those vendors participating in the Services, or for any unauthorized interception of your communications or other breaches of privacy attributable in part to the acts or omissions of the User or third parties, or for damages associated with the Service, or equipment that it does not furnish, or for damages that result from the operation of the User provided systems, equipment, facilities or services that are interconnected with the Service.
- 3.7 BFRS shall be, in no manner liable to remit the Cash-on-Delivery (COD) that is to be received as payment by the User in case of forcible snatching of the delivery package. Such incidents/cases shall be the sole responsibility of the User and the User is liable to initiate actions to resolve such incidents, if any, on its own, including but not limited to legal processes.
- 3.8 The User undertakes to resolve the disputes raised, if any, by the buyer(s) within a period of 24 hours from the raising of such dispute(s). Failure to do so shall enable/authorise BFRS to hold the COD remittance, till the time such dispute(s) is rectified by the User.

4. GENERAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

- (a) it has all necessary rights, powers and authority to enter into and perform this Agreement; and
- (b) the entrance and performance of this Agreement by it shall not violate any applicable law and shall not breach any agreement, covenant, court order, judgment or decree to which such Party or by which it is bound.

5. INDEMNITY

- 5.1 The User agrees to indemnify and hold harmless BFRS, its affiliates, officers, directors, employees, consultants, licensors, agents and representatives from any and all claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from his/her/its access to or use of Service, violation of this Agreement, or infringement, or infringement by any other user of his/her/its account, of any intellectual property or other right of any person or entity or violation of any applicable law. BFRS will notify the User promptly of any such claim, loss, liability, or demand, and in addition to the User foregoing obligations, the User agrees to provide BFRS with all reasonable assistance, at the User's expense, in defending any such claim, loss, liability, damage, or cost.
- 5.2 The User agrees that the User on its behalf shall keep BFRS indemnified against all duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on the shipments. In the event of such charges being levied by any government authority/department, the same can be claimed from the User. The User shall keep BFRS indemnified against any loss, damage, costs, expenses arising out of any action or proceedings initiated by any authority (judicial or regulatory of the like) on account of any act/omissions on its part.
- 5.3 The User undertakes to fully indemnify and hold the third party delivering shipping, tracking and courier delivery services ("**Courier Company**") and BFRS harmless in case of any breach of security procedures by the User and / or by its customers, or breach of any term or condition of this Agreement by the User and / or by its customers.

6. COMPLIANCE WITH LAWS

- 6.1 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.
- 6.2 The User hereby agrees and acknowledges that it shall be responsible for all warranties (whether express or implied) relating to the performance of Services, to the maximum extent permissible under applicable law.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. The Party that receives Confidential Information shall be known as “**Receiving Party**”. The Party that discloses Confidential Information shall be known as “**Disclosing Party**”.
- 7.2 The Receiving Party acknowledges that the Confidential Information is received on a confidential basis, and that the Disclosing Party shall remain the exclusive owner of its Confidential Information and of Intellectual Property rights contained therein. No license or conveyance of any such rights to the Receiving Party is granted or implied under this Agreement.
- 7.3 The Receiving Party shall:
- (a) use the Confidential Information of the Disclosing Party only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of the Disclosing Party) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by the Disclosing Party;
 - (b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Receiving Party exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Receiving Party in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Receiving Party has assumed in this Agreement with respect to the Confidential Information;
 - (c) not, without the prior written consent of the Disclosing Party, disclose or otherwise make available the Disclosing Party’s Confidential Information or any part thereof to any party other than those of its directors, officers, agents, servants, employees, professional advisors, contractors or prospective contractors who need to know the Confidential Information for the purposes set forth herein;
 - (d) not copy or reproduce in any manner whatsoever the Confidential Information of the Disclosing Party or any part thereof without the prior written consent of the Disclosing Party, except where required for its own internal use in accordance with this Agreement; and

- (e) promptly, upon termination or expiration of this Agreement, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, or at the option of the Disclosing Party, destroy and confirm in writing the destruction of the Confidential Information (this sub-clause being applicable only on the User).

7.4 Provided, however that nothing herein shall restrict in any manner the ability of either Party to use or disclose Confidential Information owned by it in any manner whatsoever, and the obligations of confidentiality herein shall apply to each Party only to the extent that the Confidential Information or portion thereof is not owned by that particular Party.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The User acknowledges that the Intellectual Property rights in all the materials that have been developed by BFRS and provided to the User, shall vest with BFRS.

8.2 The User hereby agrees and acknowledges that the Intellectual Property rights in all the material created and developed by the User, including any material created and developed by the User for the performance of Services under the terms of this Agreement, shall vest with BFRS.

8.3 All the Intellectual Property already developed and/or owned by each Party shall continue to vest with the concerned Party.

8.4 The Parties recognize that all third-party Intellectual Property rights are the exclusive property of their respective owners.

9. NON-SOLICITATION

The User agrees and undertakes that, during the term of this Agreement, and for a period of 36 (thirty-six) months thereafter, it shall not directly or indirectly attempt in any manner to solicit, any client/customer, or to persuade any person, firm or entity which is a client/customer/supplier/vendor of BFRS, to cease doing business or to reduce the amount of business which any such client/customer/supplier/vendor has customarily done or might propose doing with BFRS.

10. TERM AND TERMINATION

10.1 This Agreement will remain in full force and effect while the User is a user of any of the Services in any form or capacity.

- 10.2 The User can request for termination of the Agreement at any time with a 30 (thirty) day prior written notice subject to the provisions in the annexure for the Services undertaken. During this notice period, BFRS will investigate and ascertain the fulfilment of any ongoing Services and pending dues related to fees or any other amount payable by the User. The User shall be obligated to clear any dues with BFRS for any of its Services which the User has availed in accordance with this Agreement. BFRS shall not be liable to the User or any third party for any termination of User's access to the Services.
- 10.3 BFRS reserves the right to immediately terminate this Agreement in cases where:
- (a) the User breaches any terms and conditions of this Agreement;
 - (b) BFRS believes in its sole discretion that the User's actions may cause legal liability for such User or for BFRS or are contrary to the terms of use of the Services, or terms of this Agreement; and
 - (c) BFRS deems fit for its own convenience, without providing any reason.
- 10.4 Once temporarily suspended, indefinitely suspended or terminated, the User shall not continue to use the Services under the same account, a different account or re-register under a new account, unless explicitly permitted by BFRS.

11. MISUSE OF THE SERVICES

BFRS may restrict, suspend or terminate the account of any User 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 behaviour that BFRS, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, BFRS has adopted a policy of terminating accounts of Users who, in BFRS's sole discretion, are deemed to be repeat infringers of any terms of use even after being warned by it.

12. GOVERNING LAW AND DISPUTE RESOLUTION:

- 12.1 This Agreement shall be governed by the laws of India and subject to the Clause below, the courts of New Delhi shall have exclusive jurisdiction to determine any disputes arising out of, under, or in relation, to the provisions of this Agreement.
- 12.2 Any dispute arising under this Agreement shall be settled by arbitration to be held in New Delhi in accordance with the (Indian) Arbitration and Conciliation Act, 1996, in the English language, and shall be heard and determined by a single arbitrator appointed by BFRS. The decision of the sole arbitrator shall be final, conclusive and binding on the Parties. Notwithstanding the foregoing, nothing contained herein shall be deemed to prevent either Party from seeking and obtaining injunctive and/or equitable relief from any court of competent jurisdiction.

13. SEVERABILITY & WAIVER

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

14. FORCE MAJEURE

14.1 Neither Party shall be liable for any failure or delay in performance of any obligation, under this Agreement to the extent that such failure or delay is due to a Force Majeure Event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.

14.2 If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure Event as a result of which that Party is prevented from performing its obligation for more than 30 (thirty) days due to such Force Majeure Event (“**Aggrieved Party**”), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure Event so long as the Force Majeure Event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified. However in the event, Force Majeure Event continues for a period of more than 60 (sixty) days, the Aggrieved Party may terminate this Agreement with a written notice to the other Party.

15. ENTIRE AGREEMENT, ASSIGNMENT AND SURVIVAL

15.1 This Agreement, the annexures and any other documents entered into or delivered as contemplated in this Agreement herein sets out the entire agreement and understanding between the Parties with respect to the subject matter hereof. Unless otherwise decided by BFRS, the annexures containing specific terms of use supersedes all general terms of the Agreement, previous letters of intent, heads of terms, prior discussions and correspondence exchanged between the Parties in connection with the Agreement referred to herein. Similarly, unless otherwise decided by BFRS, the SOPs/SLAs issued in furtherance to this Agreement, shall supersedes the provisions of this Agreement and of the annexures.

15.2 This Agreement and the rights and obligations herein shall not be assigned by the User, without the written consent of BFRS.

15.3 The provisions which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

16. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties hereto, nor, except as may be expressly provided herein, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.

17. WAIVERS AND REMEDIES

No failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the general laws of India.

18. SPECIFIC PERFORMANCE

The Parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

19. INDIRECT AND CONSEQUENTIAL LOSSES

Save as expressly provided otherwise in this Agreement, neither Party shall be liable under or in connection with this Agreement for any loss of income, loss of profits or loss of contracts, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

20. CONTACT INFORMATION

20.1 If any User has any question, issue, complaint regarding any of our Services, please contact our customer service at support@kartrocket.com.

20.2 If a User has any questions concerning BFRS, the Services, this Agreement, or anything related to any of the foregoing, it can be reached at the following email address – support@shiprocket.in or via the contact information available from the following hyperlink www.shiprocket.in/contact.

21. DEFINITIONS AND INTERPRETATION

21.1 Definitions: In this Agreement, including in the recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

“Confidential Information” means, with respect to each Party, any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, the other Party pursuant to this Agreement, and includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the disclosing Party at the time of its disclosure to the other Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure, but excludes information which: (i) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed pursuant to applicable law or regulation, and (ii) which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the other Party of any of the provisions of this Agreement;

“Force Majeure Event” includes act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder of the Party concerned; and

“Intellectual Property” means: (a) patents, utility models, trade marks, design rights, copyright, database rights, topography rights, plant variety rights, moral rights, rights protecting confidentiality and rights protecting goodwill and reputation; (b) all other rights and forms of protection having a similar nature or effect anywhere in the world to any of the rights described in (a) above; (c) applications for or registrations of any of the rights described in (a) or (b) above; and (d) the right to apply for registration of any of the rights described in (a) or (b) above.

21.2 Interpretation: Unless the context of this Agreement otherwise requires:

- (a) heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
- (b) other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement;
- (c) references to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be;
- (d) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
- (e) references to a particular section, clause, paragraph, sub-paragraph or schedule, exhibit or annexure shall be a reference to that section, clause, paragraph, sub-paragraph or schedule, exhibit or annexure in or to this Agreement;

- (f) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- (g) a provision of this Agreement must not be interpreted against any Party solely on the ground that the Party was responsible for the preparation of this Agreement or that provision, and the doctrine of *contra proferentem* does not apply *vis-à-vis* this Agreement;
- (h) references in the singular shall include references in the plural and vice versa; and
- (i) references to the word “include” shall be construed without limitation.

ANNEXURE A
Shiprocket Service Specifications

1. Scope of Services

- 1.1 BFRS is the author and owner of its logistics software, hereinafter to be referred as “**Shiprocket**”, providing its Users an automated shipping panel services integrated with the courier partners. User agrees that BFRS has no role and responsibility in the actual delivery and shipment of the product, and BFRS provides a platform, for the Users to avail shipping services.
- 1.2 The User agrees that the shipments shall be picked up by BFRS’s logistics partner from the Users’ locations as communicated to BFRS at the time of your sign up.
- 1.3 The tracking number and logistics partner would be assigned by an automated process based on the pickup and delivery pin code and type of shipment.
- 1.4 Users shall provide/display prominently on package the shipping label having full details of the order number, consignee details, product 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 Shiprocket backend panel platform from BFRS shall enable the User to take a print of the shipping label with all the details and the same shall be pasted on the package before the handover to the logistics partner happens.
- 1.5 User shall agree that the shipment to be handed over to the logistic partner on the behalf of BFRS is in a tamper proof packing of their brand along with the COD order form pasted on the shipment.
- 1.6 You agree that in case of shipments booked under COD (Cash on Delivery), BFRS’s logistics partner shall collect Cash, as per the instructions of BFRS from the consignee as per the details mentioned on the COD order form and remit/reimburse the amount to BFRS which then forth would be reimbursed to the User. However, BFRS shall not be held liable in case COD has been delayed or misplaced by the Courier Company. User may seek its claim, loss or any damages suffered from the Courier Company.
- 1.7 You agree that the User on its behalf shall keep BFRS indemnified against all duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on shipments. In event of such charges being levied by any government authority, the same can be claimed from the User. User shall keep BFRS indemnified against any loss, damage, costs, expenses arising out of any action or proceedings initiated by any authority (judicial or regulatory of the like) on account of any act/omissions on its part.
- 1.8 The User will be solely responsible to comply with all statutory requirements (State and Central Laws/Statutes) applicable in relation to booking, sale and transportation of the shipments carried and delivered by the logistics partners of BFRS in pursuance of this Agreement.

- 1.9 It is expressly understood by the Parties that BFRS is a mere service provider to the User and not in any other capacity whatsoever it may be called. It is further agreed to by the Parties that BFRS is not performing any activity or job or providing service on behalf of the User which is tantamount to seller or retailer and or stockiest/distributor. The complete activity performed by BFRS under this Agreement is based on specific instructions given by the User as part of the scope defined and from time to time.
- 1.10 BFRS reserves the right to provide web based (online) tracking solutions for all shipments through its logistics partners.
- 1.11 You agree that BFRS's logistics partner, at the time of receiving the shipments from User, will use 'Air Waybill' provided to them by BFRS through its logistics management software ShipRocket. It is agreed between the Parties hereto that at all times for BFRS and its logistics partner, the 'Consignor/ Shipper' in the 'Air Waybill' shall be the User who is shipping the goods. It is clearly understood that BFRS's liability, if any, and to the extent agreed herein, shall extend only to User. The User shall be fully liable to its customers and neither BFRS nor any of their logistics partner, shall have any direct or indirect connection/ relationship or responsibility/obligation to BFRS's customers, in any manner whatsoever.
- 1.12 User must ensure security of all shipments which have been picked up from its customers by BFRS's logistics partners as per BFRS's security procedures. User confirms that the User is fully aware of the items prohibited on BFRS or BFRS's logistics partner network for carriage and undertakes that no such prohibited items of shipment shall be handed over to BFRS's logistics partners for carriage by its customers.
- 1.13 User undertakes to fully indemnify and hold the third-party delivering shipping, tracking and courier delivery services and BFRS harmless in case of any breach of security procedures by the User and / or by its customers.

2. Obligation of the User

- 2.1 You agree that the User shall be responsible for proper; tamper proof and damage proof packing of the products.
- 2.2 You agree that you shall use good quality 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, BFRS 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 User.
- 2.3 User shall be ready with the packed order when the courier person comes to receive the shipment, all pick-ups should be logged before the cut off time as directed by the customer support team of BFRS, and no pick up beyond the cut-off time of the logistics partner shall be possible. User agrees that they shall contact the Courier Company personnel for the pickup arrangements.

- 2.4 User shall collect receipt(s) of the signed copy of the shipping manifest; it is the proof of handover of shipment to the courier companies.
- 2.5 User shall strictly only use the automated system for generating the pickup and move the shipment only on the Airway Bill number generated from the ShipRocket administration panel provided during signup by the User for shipping services. If the User moves the shipment through the physical shipping docket or physical airway bill number – then damages of INR. 1000/- (Indian Rupees One Thousand) only shall be charged per airway bill number issued.
- 2.6 User should properly paste and insert the invoice, in and on the package.
- 2.7 User shall agree that the Service is only for locations already registered on User's user panel i.e. the orders will be picked by the courier companies from only such locations which have been registered by the User.
- 2.8 User undertakes to fully indemnify and hold Courier Company or BFRS not liable in case of any breach of security procedures by the User(s), its employees, vendors, customers etc.,
- 2.9 User shall agree that in case of a reverse pick up of orders (only national orders), it shall be your responsibility, in case a reverse pick-up is requested by the User the same shall be charged a fixed fee of INR 50/- (Indian Rupees Fifty) only, additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.
- 2.10 User to agree that when a shipment comes back as RTO (return to origin) due to failure of COD, failed delivery, failure to pay any international charges such as customs, or any such similar levy/duty, or any other reason whatsoever, it is the User's/User's responsibility to change the status of the order to RTO received and intimate BFRS in with the Reverse Airway bill number. User agrees to make payment as applicable.
- 2.11 User shall agree that you will not book / handover or allows to be handed over any good which is banned, restricted, illegal, prohibited, stolen, infringing of any third party rights, hazardous or dangerous or in breach of any tax laws or contains any cash, jewellery (excluding artificial jewellery), gold, silver, diamond, platinum, precious metals, precious stones, currency, bullion, letters and financial and security instruments and BFRS shall not be liable for the delivery of any such products. Without prejudice to the generality of the aforesaid, an indicative list of the banned or prohibited products is given at **Annexure-B**. In the event User hands over or provides the aforesaid products to the ShipRocket then ShipRocket shall not be responsible and shall not be liable for any loss, damage, theft or misappropriation of such products even if service provider 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 service provider or delivery personnel. In addition, you shall not handover counterfeit products to the Company/its courier partner, failure of which will attract the consequences mentioned in **Annexure-B**.

- 2.12 The User undertakes that in the event of any article/goods/shipment booked/handed over to it that falls within the category of the banned items or those described above, BFRS shall have no responsibility of any kind whatsoever, and the User indemnifies the BFRS from any such issue arising out any booking/handing over of any article/goods/shipment during the existence of this Agreement. In addition to this, the User shall be liable to pay double the amount of penalty/damages/charges levied on BFRS by any third party (including the courier partner and Government authority/department) on account of shipping of goods in breach of this and/or the above clause.
- 2.13 Shipments which cross national borders/ international shipments may be subject to customs clearance, in the destination country prior to delivery to the User. The User/customer is responsible for making sure goods shipped are acceptable for entry into the destination country. All charges for shipment to and return from countries where entry is not permitted shall be the User's responsibility.
- 2.14 User understands, agrees and acknowledges that BFRS through its logistics partners is a mere bailee of the goods/products, cash and is not an insurer of the same. User hereby expressly and specifically waives all its rights and claims against BFRS and its logistics partners arising out of or in relation to the principles of insurance.
- 2.15 In case of damaged/pilferaged/tempered/pressed/leaked shipment, receiver shall mention negative remarks on POD copy to get claim for the shipment. In the absence of any negative remarks on POD copy clearly stating such damage/pilferage/tampering/pressing/leakage, no claim shall be entertained by BFRS at any point of time.
- 2.16 Claims for any kind of damage/pilferage/tampering/leakage of the booked articles/goods/shipment shall be entertained only if the outer packaging done by the shipper is damaged/alterd/tampered. However, if the outer packaging done by the shipper is intact and not tampered with, in such a case, no claim(s) for any damage/pilferage/tampering/leakage shall be entertained by BFRS.
- 2.17 BFRS shall not entertain any dispute(s) regarding damage/pilferage/tampering/leakage/non-receipt of delivery/fake delivery shall be entertained by BFRS, after a period of 48 hours from the receipt/delivery of the said article/goods/shipment.
- 2.18 The User shall ensure that the correct and complete description of the destination as well as the booking address is mentioned on the article/goods/shipment booked/handed over. In the event of incomplete/incorrect description is mentioned, the goods/article/shipment may be returned from origin and the shipping charges shall be levied, in addition to any damages/taxes imposed by the statutory authorities, if any, in the transit of such articles/goods/shipments. Such charges shall be irreversible and no claim for the return of such charges shall be entertained by BFRS.

3. Fees

- 3.1 The User hereby agrees that the applicable shipping rate will be charged as per the current prevailing rate mentioned on the live calculator link in Users admin panel.
- 3.2 BFRS reserves the right to apply other applicable charges over and above the shipping base rates and ShipRocket service charge like COD charges and other fees are as on the live calculator link in Users admin panel.
- 3.3 BFRS has rights to make any changes in the rate mentioned on the live calculator link in Users admin panel and prevailing.
- 3.4 Goods and Service tax and other taxes are applicable as per taxation law.
- 3.5 You agree that volumetric weight will be charged on $\langle LxBxH/5000 \rangle$. Freight is calculated on the basis of volumetric weight or actual weight whichever is higher. Dead/Dry weight or volumetric weight whichever is higher should be taken while calculating the rates.
- 3.6 In case the declared weight differs and is less than the actual weight, then shipping charges will be revised to actual weight. You will be notified regarding such discrepancy in the weight (on the dashboard) and will be given 4 (four) days' notice to either accept or reject the updated weight. In the event, you accept the updated weight the same will get billed and if you reject the updated weight the same will not get billed until the matter is rectified/resolved. Further, in case you do not accept or reject the updated weight, the same will be auto accepted in 4 (four) days' time period.
- 3.7 Remittance of COD amount would be made thrice every week.

Please note: the remittance of the COD amount will be made within 8 days from the delivery date of the concerned shipment. However, the said COD amount will not be paid or will have to be refunded by the User (if already paid) for the shipments which were originally booked on COD, however which were subsequently modified.

In case the COD amount which is already remitted to the User due to wrong status (delivered) updated by courier partner, the same amount shall be deducted from future COD payments.

Any queries in relation to COD remittance should be raised as a ticket on support@shiprocket.in.

- 3.8 The User on its behalf shall keep BFRS indemnified against all duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on shipments. In event of such charges being levied by any government authority, the same can be claimed from the User. User shall keep BFRS indemnified against any loss, damage, costs, expenses arising out of any action or proceedings initiated by any authority (judicial or regulatory of the like) on account of any act/omissions on its part.

- 3.9 For any claims by the User the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.
- 3.10 Said To Contain Basis & Inspection: It is expressly understood by and between the Parties that all products agreed to be delivered by BFRS or its logistics partners are on “SAID TO CONTAIN BASIS” i.e. BFRS or its logistics partners shall be under no obligation and is not expected to verify the description and contents of the products declared by the User on the docket and as such, the User shall undertake and ensure to make proper, true, fair, correct and factual declaration on the docket regarding description and value of products. Further, BFRS is not responsible in any way whatsoever for the merchantability of the products.

4. Terms of the Payment

- 4.1 User shall agree to deposit an amount in their respective account to use our Services as per the prepaid model.
- 4.2 User agrees to recharge their account by clicking on “Buy Shipping Credit” and choose the amount according to your business needs and you can use this amount to ship through air and surface both.
- 4.3 BFRS reserves the right to activate your account, once the shipping credit has been made by the User.
- 4.4 User shall agree that with the shipment weight, it will automatically get deducted from your credit weight. As per the norms of the BFRS logistics, you will be charged a minimum of 0.5 kgs (or in multiples) for your air shipping. Please note that the weight charges applied by the courier companies may differ but however such charges shall be adjusted in/from your Shiprocket wallet limit on your ShipRocket account after pick up of the shipment.
- 4.5 BFRS shall issue an invoice which will get auto adjusted (if applicable) against the credit in your account as the following conditions:

(I) If the invoice amount is more than the credit in your account

User shall agree that in case where the invoice amount is more than the credit in your account, the freight invoice will be marked as unpaid and it will constantly get reflected in you panel and invoice history. If you fail to pay the invoice amount, then the shipping will be suspended. To continue using ShipRocket Services, you need to recharge your account for the unpaid invoice as well the new shipping limit.

(II) If the invoice amount is less than the credit in your account.

User shall agree that in case where the invoice amount raised is less than the credit in your account, the freight invoice amount will be automatically adjusted from your credit (if not already adjusted) and shall be marked as paid. The User shall then continue using ShipRocket Services from the remaining credit amount. If as on the date of issuance of the invoice, freight invoice amount has already been the adjusted from the credit in your account, the invoice shall be generated with marked as paid.

- 4.6 User shall agree that it will be your responsibility to verify the invoices and inform the ShipRocket within 5 (five) working days in case of any disputes regarding the contents of the invoice.
- 4.7 For any claims by the User like wrong freight being applied, Cash on Delivery missing, pilferage, in transit damage - the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.

5. Returns/RTO of the Products

- 5.1 BFRS reserves the right to returned to the User, the products which are not accepted by the customer for any reason whatsoever, at the location(s) as specified by the User.
- 5.2 BFRS reserves the right to apply the RTO (return to origin) charges same as the agreed shipping rates.
- 5.3 User shall agree that the returns will be initiated by the logistics partners for all products which are not accepted by the customer for any reason whatsoever. You will ensure that such products are accepted at the location(s) specified by you and share the Airway bill number against which the shipment returned to the User/User.
- 5.4 In case of non-acceptance of the RTO shipment by the User, BFRS reserves the right to levy suitable demurrage charges for extended storage of such products for any period exceeding 7 (seven) business days from initiation of the Returns and up to 45 (forty five) days from such date. In case of non-acceptance of the products beyond 45 (forty five) days, BFRS has the right to dispose such products and the User will forfeit all claims in this regard towards the ShipRocket also User will be required to pay charges for disposing the product.

6. Reverse Pickups

- 6.1 “Reverse Pickup” means collection of the products by BFRS from the customer’s address as specified by the User and the delivery of such products at a location mutually agreed between the Parties.
- 6.2 User shall agree that in case of a reverse pick up of orders, it shall be your responsibility, in case a reverse pick up is requested by the User the same shall be charged as per the courier company charges only, additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.

- 6.3 The BFRS and BFRS's logistics partners shall not be responsible for verifying the contents of the products handed over by the customer to its delivery personnel. The packaging of such products 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. The BFRS and BFRS's logistics 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 BFRS.
- 6.4 It is the responsibility of the User/its customer that on receipt of the shipment initiated through reverse pickup, share the AWB number on which the logistics partner has delivered the shipment.

7. Liability for "Forward Delivery"

- 7.1 Notwithstanding anything contrary contained in this Agreement, the maximum liability of BFRS per shipment will be INR 5000 (Indian Rupees Five Thousand) in case of a claim under this Agreement (due to any reason including damage, lost, theft, etc.) by the User, provided that such claim is raised by the User within the timelines specified under this Agreement and, in any event, not later than thirty (30) days from the shipment pick up date - failing which the User forfeits and waves its rights for such claim. Any claims by the User should be submitted within the specified time period along with the copy of the signed shipping manifest.

In relation to the above, it is clarified that in case of a claim under this Agreement by the User (due to any reason including damage, lost, theft, etc.), BFRS shall only be liable to pay INR 5000 or the product value of the shipment, whichever is less, except in cases where BFRS has received a request from the User (within 7 days of the lost/damage declared date) for procuring certificate of facts (COF) from the concerned courier company. In such a case, BFRS shall only be required to arrange the COF from the concerned courier company, and will not be liable to pay any compensation to the User.

Further, in relation to claims for damage shipments, it is hereby clarified that the amount of compensation shall depend upon the quantum/percentage of damage as against the full product value of the shipment.

- 7.2 The User agrees that all claims relating to: (i) damage to the shipment must be notified to BFRS in writing within forty-eight (48) hours of the delivery of shipment; and (ii) loss/theft of the shipment must be notified to BFRS in writing within thirty (30) days of the shipment pickup date.

8. Termination

ShipRocket services stay active till 10 (ten) days from the date of the last unpaid invoice, the User shall be charged for the period for which the invoice has been raised. The User must request termination before the next billing cycle starts and/or the next invoice, is generated, or the cancelation request does not count. There is no pro-rated refund of remaining service period in the current billing cycle.

The customer can request for termination by simply writing an email to accounts@BFRS.com with the following information and request of termination:

- name of the User;
- name of the store; and
- reason for termination.

ANNEXURE B
Indicative List of Banned Products

Dangerous Goods

- a. Oil-based paint and thinners (flammable liquids)
- b. Industrial solvents
- c. Insecticides, garden chemicals (fertilizers, poisons)
- d. Lithium batteries
- e. Magnetized materials
- f. Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
- g. Fuel for camp stoves, lanterns, torches or heating elements
- h. Automobile batteries
- i. Infectious substances
- j. Any compound, liquid or gas that has toxic characteristics
- k. Bleach
- l. Flammable adhesives
- m. Arms and ammunitions
- n. Dry ice (Carbon Dioxide, Solid)
- o. Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air

Restricted Items

- a. Precious stones, gems and jewellery
- b. Uncrossed (bearer) drafts / cheque, currency and coins
- c. Poison
- d. Firearms, explosives and military equipment.
- e. Hazardous and radioactive material
- f. Foodstuff and liquor
- g. Any pornographic material
- h. Hazardous chemical items

It is the policy of the Company to conduct all business activities in compliance with the rules and regulations applicable to the industry and the laws of India, with the highest ethical standards. In this regard, the Company has a zero tolerance policy with respect to counterfeit products (i.e. products which are misrepresented in their origins or quality, or which are fake, cloned or duplicate). In the event the Company believes that you or any of your customer are shipping/selling, or have shipped, a counterfeit product (including any counterfeit electronic product, not limited to mobile phones, smart watches and likewise products), the Company would *inter-alia* have the right: (i) to seize such product, (ii) to report the incident to the appropriate government authority/police station, (iii) to blacklist you/your customer from trading/doing business with the Company, (iv) to levy liquidated damages of Rs. 1,00,000 on you/your customer, (v) to block/retain the entire COD amount of yours/your customer lying with the Company/its courier partner, (vi) to seize all the products of yours/your customer lying with the Company/its courier partner, and/or (vii) to forfeit the entire security deposit amount lying with the Company.

