

USER/MERCHANT SERVICE AGREEMENT

This User/Merchant Agreement ("Agreement") is entered into by and between **Rappidx Global Business Solutions Private Limited**, a company incorporated under the Companies Act, 2013, with its registered office at Flat No-42, Block D-8, Ground Floor, Pocket-8, Sector 23(B), Dwarka, Delhi, India, operating under the brand name '**Rappidx**' and providing logistics management services (hereinafter referred to as "**Rappidx**", "**Company**", or "**We**"), and the **User** (which may be a company, partnership firm, or individual, including any entity represented by the User, if applicable, hereinafter collectively referred to as "**Merchant**", "**User**", or "**You**"). Rappidx and the User are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**."

SCOPE AND APPLICABILITY OF THE AGREEMENT

This Agreement becomes effective upon your registration to use the services provided by **Rappidx Global Business Solutions Private Limited** ("RAPPIDX", "Company", "We", or "Us"), and your acceptance of the terms and conditions outlined herein.

By registering on our platform, you provide your unconditional, irrevocable, and absolute consent to the terms of this Agreement in full. This document constitutes a legally binding agreement between you ("User", "Merchant", or "You") and RAPPIDX. It governs your access to and use of our website ("www.rappidx.com"), mobile application ("Mobile App"), and related services ("Services") and outlines how RAPPIDX will manage your account during your use of the platform.

Please read this Agreement carefully. By accepting it, you affirm that you understand and agree to be bound by its terms. If you do not agree, understand, or accept these terms, you must not use the Services. Breach of this Agreement may result in legal consequences.

RAPPIDX offers a digital platform that facilitates streamlined logistics and e-commerce support services across India and other countries, as may be made available from time to time. The Services are primarily delivered through web-based process management software hosted and operated by RAPPIDX.

These terms apply to all users of the RAPPIDX platform, including those accessing it via the Website, Mobile App, or other digital means. The Platform may contain content such as videos, images, or audio uploaded by registered users or logistics partners. You acknowledge and agree that RAPPIDX bears no responsibility for such content in any form. All services are provided on an "as is" and "as available" basis, without warranties of any kind—express, implied, or statutory. RAPPIDX shall ensure uninterrupted, timely, secure, or error-free service, however shall not be liable for any failures or lapses on the part of third-party courier or logistics providers.

The Platform may contain external links not verified or endorsed by RAPPIDX. Use of such third-party websites is at your own risk and discretion. RAPPIDX may also host promotional content or advertisements from third parties. Any interactions or business engagements you have with such parties are solely between you and them, and RAPPIDX bears no liability for the same. RAPPIDX reserves the right to update, modify, or amend any part of this Agreement or its features at any time without prior notice. Continued use of the Website or Services after such changes constitutes your agreement to the revised terms.

This Agreement is an electronic record as defined under the Information Technology Act, 2000. It is generated by a computer system and does not require any physical or digital signatures. It is published in accordance with Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011, which mandate the publication of terms of use, privacy policy, and platform rules. Any applicable additional terms, standard operating procedures (SOPs), service-level agreements (SLAs), disclaimers, and policies—whether general or service-specific—shall be deemed an integral part of this Agreement. Violation of any of these will be considered a breach of the Agreement. Access to and use of the Services is subject to RAPPIDX's sole discretion.

1. TERMS GOVERNING THE USAGE OF ACCOUNT

1.1

This Agreement serves as the principal document governing the relationship between the Parties regarding one or more B2B services provided by RAPPIDX to the User. These services are also subject to the terms outlined in **Annexure-A (RAPPIDX Service Specifications)**. RAPPIDX grants the User the limited right to access and use the content on the Website/Mobile App solely for the purpose of ordering, receiving, delivering, and communicating in accordance with this Agreement. All content related to the Services — including text, graphics, images, logos, button icons, software code, design, and the overall organization of content ("RAPPIDX Content") — is owned by RAPPIDX and protected by copyright, trademark, and other applicable laws. The User may not modify, reproduce, display, publicly perform, distribute, or otherwise use any RAPPIDX Content without prior written consent from RAPPIDX.

1.2

The User must not transfer, sublicense, lease, assign, or otherwise share their login credentials or right to use the Services with any third party. The User is solely responsible for the activities of anyone authorized to use their account and must ensure that all such users comply with this Agreement. Any violation by an authorized user will be considered a violation by the User, with RAPPIDX bearing no liability.

1.3

Multiple individuals are not permitted to use a single set of login credentials. You acknowledge and accept full responsibility for maintaining the confidentiality of your login passwords.

1.4

You agree that all information provided to RAPPIDX will be true, accurate, complete, and current to the best of your knowledge. If registering a phone number with the Service, it must be in your name, and you may be required to provide documentation to verify ownership.

1.5

You agree not to use RAPPIDX Services for any unlawful or unauthorized purposes. Impersonating another individual is strictly prohibited.

1.6

You commit to using the Services strictly in accordance with: (a) the terms outlined in this Agreement; and (b) applicable laws, regulations, and accepted practices within the relevant jurisdictions, including regulations regarding the export of goods, data, or software from India or other countries.

1.7

You agree not to access (or attempt to access) the Services through any means other than the official interface provided by RAPPIDX, unless specifically permitted under a separate agreement.

1.8

You agree not to engage in activities that interfere with or disrupt the Services, or the servers and networks connected to the Services.

1.9

You acknowledge that you are fully responsible for any breach of your obligations under this Agreement, and for any resulting consequences (including any loss or damage to RAPPIDX or others).

1.10

You expressly agree that you use the Services at your own risk. The Services are provided "as is" and "as available," and any customization or modification will be at RAPPIDX's sole discretion.

1.11

You acknowledge that this Agreement, along with RAPPIDX's Services, may be modified or discontinued at any time to comply with changes in government regulations, policies, or applicable local laws.

2. FINANCIAL OBLIGATIONS AND PAYMENT TERMS**2.1 Payment Obligations**

Subject to the terms of this Agreement, the User shall pay RAPPIDX the fees and other amounts specified herein or as mutually agreed by the Parties.

2.2 Revision in Fees and Charges

RAPPIDX reserves the right to introduce new services with additional fees or amend the charges for existing services at its sole discretion. Any such amended fees shall apply before the service is provided.

2.3 Subscription based Services

Users subscribing to paid services authorize RAPPIDX to charge the applicable fees at the beginning of each subscription cycle and agree to comply with any modifications to the fee structure.

2.4 Billing Details

Users must ensure that the billing credentials provided are accurate and lawfully owned.

2.5 Fee Compliance

The User agrees to pay all applicable fees for the use of Services or any additional services and undertakes not to circumvent the established fee structure.

2.6 Taxes and Compliance

The User is solely responsible for compliance with all applicable tax laws and legal obligations. RAPPIDX disclaims all responsibility for the User's taxes or legal compliance.

2.7 Tax Exclusions

Unless otherwise stated, all fees are exclusive of taxes. GST and other statutory taxes shall be applied as required.

2.8 Payment Completion

Payment shall be deemed complete only upon the receipt of full fees and applicable charges into RAPPIDX's designated bank account.

2.9 Invoicing

Invoices for services and any freight charges will be raised twice monthly (mid-month and end-of-month) and made available via the User's dashboard.

2.10 Payment Deadlines

Invoices must be paid within 7 (seven) days from the date of issuance. Terms for prepaid accounts are detailed in Clause 4 of Annexure-A.

2.11 Consequences of Non-Payment

If payment is not made on time, RAPPIDX may:

- (i) Retain and adjust the User's COD amounts,
- (ii) Retain and dispose of shipments within 30 days,
- (iii) Levy interest at 18% per annum until full payment,

- (iv) Forfeit any security deposits. Additionally, Users are liable for freight charges once shipments are picked up or RTO is initiated.

2.12 Account Closure

Upon closure, expiration, or termination of the Agreement, outstanding amounts will be deducted from COD balances, and any shortfall must be paid within 5 days. Delay may attract a penalty interest of 18% per annum and forfeiture of security deposits.

2.13 Shipment Connectivity Claims

Claims regarding non-connectivity must be supported by a signed pickup manifest submitted within 3 (three) days of pickup. Without this, claims will not be entertained.

2.14 Cash on Delivery (COD)

In COD cases:

- (i) RAPPIDX acts solely as an agent for COD collections,
 - (ii) May charge a service fee for collection,
 - (iii) Holds no title to goods.
- Freight charges may be deducted from the COD amounts before remittance to the User.

2.15 Credit Limits

RAPPIDX may allocate a credit limit to the User for a specified period, at its discretion.

2.16 Notification of Fee Changes

Fee structure changes will be communicated through the dashboard or email. Failure to object shall imply acceptance.

2.17 Confidentiality of Payment Information

Users are responsible for maintaining the confidentiality of their banking, credit card, and financial information provided to RAPPIDX.

3. OBLIGATIONS AND LEGAL LIABILITY

3.1 Limitation of Responsibility

RAPPIDX shall not be liable for any losses, damages, or expenses incurred by the User as a result of actions taken with User consent.

3.2 No Warranties

RAPPIDX provides no warranties regarding the accuracy, reliability, or availability of its Services and disclaims liability for reliance on User-supplied content.

3.3 Third-Party Promotions

RAPPIDX may feature third-party promotions; dealings arising from these are solely between the User and the third party.

3.4 Limitation of Liability

RAPPIDX and its affiliates ("Protected Entities") shall not be liable for any direct, indirect, incidental, consequential, or punitive damages related to the Services. Liability, if any, shall be limited as per Clause 8 of Annexure-A.

3.5 Service Deficiency

Protected Entities shall not be liable for service deficiencies attributable to the User.

3.6 Third-Party Acts

Protected Entities are not responsible for third-party acts, unauthorized interceptions, or damages linked to User-provided systems or services.

3.7 COD Snatching

Losses resulting from forcible COD cash snatching are solely the User's responsibility.

3.8 Dispute Resolution

Users must resolve buyer disputes within 24 hours. Failure to do so may result in withholding of COD remittances.

4. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- (a) It has the authority and capacity to enter into this Agreement.
- (b) RAPPIDX does not guarantee uninterrupted or error-free Services and acknowledges inherent risks in internet transactions.
- (c) RAPPIDX disclaims all express and implied warranties, including merchantability and fitness for a particular purpose.
- (d) Execution and performance of this Agreement shall not violate any law or existing obligations.

5. INDEMNITY AND ASSURANCE

5.1 User Indemnification

The User ("Indemnifying Party") agrees to indemnify and hold harmless RAPPIDX, its affiliates, officers, employees, contractors, and agents ("Indemnified Party") against all claims, losses, liabilities, costs, and expenses arising from:

- (a) Use of Services,
- (b) Breach of this Agreement,
- (c) Violation of laws,
- (d) Negligence or misconduct,
- (e) Third-party claims,
- (f) Applicable duties, taxes, or charges.

5.2 Notification and Assistance

RAPPIDX will promptly notify the User of claims and the User shall provide reasonable assistance, at its expense, in defending such claims.

6. ADHERENCE TO GOVERNING LAWS

Each Party shall, at its own cost, at all times:

- (a) fully comply with all applicable local, national, and international laws, regulations, and statutes, both current and future, relevant to the performance of this Agreement;
- (b) timely pay all necessary fees and charges as required under applicable laws; and
- (c) maintain in force all necessary licenses, permits, authorizations, registrations, and approvals needed to meet its obligations under this Agreement.

7. USE AND PROTECTION OF CONFIDENTIAL INFORMATION

7.1 Each Party may receive Confidential Information from the other Party to fulfill obligations under this Agreement. The Party receiving such information ("Receiving Party") acknowledges the Party disclosing it ("Disclosing Party") remains the sole owner of its Confidential Information and any associated intellectual property rights. No license or transfer of rights is granted or implied.

7.2 The Receiving Party agrees to:

- (a) use the Confidential Information strictly to fulfill obligations under this Agreement and not for any other purpose, especially not to benefit a competitor of the Disclosing Party;
- (b) exercise a level of care at least equal to that used for its own confidential information, ensuring that its employees, agents, contractors, and advisors uphold similar confidentiality obligations;
- (c) restrict disclosure only to those who require access for purposes under this Agreement, ensuring they are bound by confidentiality obligations;
- (d) refrain from copying or reproducing the Confidential Information without prior written

consent, except for internal use necessary to fulfill obligations; and
(e) promptly return or, at the Disclosing Party's discretion, destroy all Confidential Information upon the termination or expiration of this Agreement.

7.3 These obligations do not apply to information already owned by a Party or otherwise not classified as Confidential Information under this Agreement.

8. INTELLECTUAL PROPERTY OWNERSHIP AND LICENSING TERMS

8.1 The User acknowledges that RAPPIDX retains ownership of all intellectual property in the materials it has developed and provided.

8.2 Any intellectual property created or developed by the User in the course of delivering Services under this Agreement shall vest in RAPPIDX.

8.3 Intellectual property independently developed or owned by either Party prior to or outside the scope of this Agreement shall remain with the respective Party.

8.4 The Parties recognize and respect the ownership rights of third-party intellectual property holders.

9. RESTRICTION ON SOLICITATION

The User agrees that, during the term of this Agreement and for a period of **36 (thirty-six) months** thereafter, it will not, either directly or indirectly, solicit or attempt to solicit RAPPIDX's clients, customers, suppliers, vendors, or partners, or induce them to reduce or terminate their business relationship with RAPPIDX.

10. AGREEMENT TERM AND TERMINATION

10.1 This Agreement shall become effective from the date the User first avails any Service from RAPPIDX and shall continue until terminated according to its terms.

10.2 The User may terminate this Agreement by providing **30 (thirty) days' prior written notice**, subject to the settlement of all ongoing obligations and outstanding payments. RAPPIDX is not liable for any consequences of termination on the User or third parties.

10.3 RAPPIDX may terminate this Agreement immediately if:

- (a) the User breaches any term of this Agreement;
- (b) RAPPIDX determines, at its sole discretion, that the User's actions could create legal liability for either Party or contravene the Agreement's terms; or
- (c) RAPPIDX decides to do so for its convenience without needing to state any reason.

10.4 If suspended, terminated, or indefinitely restricted, the User may not reuse or recreate an account to access the Services without explicit permission from RAPPIDX.

11. ABUSE AND MISUSE OF THE SERVICES

RAPPIDX reserves the right to restrict, suspend, or terminate the account of any User who misuses the Services. Misuse includes, but is not limited to, actions such as creating multiple or fraudulent profiles, infringing on Intellectual Property rights, violating any terms of this Agreement, or engaging in any behavior deemed contrary to RAPPIDX's purpose, at RAPPIDX's sole discretion. Furthermore, RAPPIDX maintains a policy of terminating accounts of Users who repeatedly infringe upon any terms of use, even after being warned. RAPPIDX may also restrict, suspend, or terminate a User's account upon the request or instructions of its courier vendor.

12. APPLICABLE LAW, JURISDICTION, AND RESOLUTION OF DISPUTES

12.1 This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts in New Delhi, India, unless otherwise specified.

12.2 Disputes arising under this Agreement will be resolved by arbitration in New Delhi, in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration will be conducted in English and will be presided over by a sole arbitrator appointed by RAPPIDX. The decision of the arbitrator will be final, binding, and conclusive. Notwithstanding this, either Party may seek injunctive or equitable relief from any competent court.

13. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining provisions. In such cases, the Parties will promptly negotiate in good faith to replace the invalid provision with one that is enforceable and as close as possible in effect to the original provision.

14. FORCE MAJEURE

14.1 Neither Party will be held liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by a Force Majeure Event. The Party experiencing the Force Majeure Event will promptly notify the other Party of the nature of the event and the expected delay.

14.2 If the Force Majeure Event prevents a Party from fulfilling its obligations for more than **30 (thirty) days**, the other Party may decide to release the affected Party from its obligations or modify the Agreement to allow performance to continue under the circumstances. If the event persists for over **60 (sixty) days**, the affected Party may terminate the Agreement by providing notice to the other Party.

15. ENTIRETY OF AGREEMENT, ASSIGNMENT, AND CONTINUING OBLIGATIONS

15.1 This Agreement, along with its annexures and other related documents, constitutes the entire agreement between the Parties regarding its subject matter. Unless otherwise determined by RAPPIDX, any annexures or specific terms of use supersede general terms, prior communications, and earlier agreements between the Parties. Similarly, any Standard Operating Procedures (SOPs) or Service Level Agreements (SLAs) issued in furtherance of this Agreement shall supersede the provisions of this Agreement and its annexures.

15.2 The User may not assign any of its rights or obligations under this Agreement without prior consent from RAPPIDX.

15.3 Provisions that, by their nature, should survive termination (such as confidentiality or indemnity obligations) will remain in effect even after the Agreement ends.

16. CREATION OF PARTNERSHIP OR AGENCY RELATIONSHIP

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to bind or commit the other Party to any agreement or obligation except as expressly provided in this Agreement.

17. WAIVERS AND LEGAL REMEDIES

Any delay or failure by either Party to exercise any right or remedy under this Agreement shall not be construed as a waiver of such right or remedy. A single or partial exercise of any right or remedy does not preclude further exercises of that right or remedy or the exercise of any other right or remedy. The rights and remedies available to the Parties under this Agreement are cumulative and in addition to any rights under Indian law.

18. SPECIFIC PERFORMANCE

The Parties may seek specific performance of this Agreement in addition to any other available legal remedies, without needing to prove that monetary damages are inadequate.

19. INDIRECT, INCIDENTAL, AND CONSEQUENTIAL DAMAGES

Except as explicitly stated otherwise in this Agreement, neither Party shall be liable for any indirect, consequential, or incidental damages, including but not limited to loss of income, profits, or business opportunities, arising from or in connection with this Agreement, whether based on contract, tort (including negligence), or otherwise.

20. CUSTOMER SERVICE AND GRIEVANCE MECHANISM

20.1 If any User has queries regarding any of RAPPIDX's Services, they may contact our customer service via the provided email address. For grievances, the User can reach the Grievance Officer at the specified email address, who will make reasonable efforts to address the grievance as promptly as possible.

20.2 The User agrees to receive communications, updates, notifications, and other correspondences from RAPPIDX through email, SMS, WhatsApp, or any other mode mutually agreed upon by the Parties. These communications, once received, will be considered legally binding on both Parties.

20.3 Despite any contrary provisions in this Agreement, the User:

- (i) Acknowledges and consents to submitting various KYC (Know Your Customer) information and documents, such as Aadhaar card, PAN card, voter ID, passport, driving license, GST certificate, income tax returns, and entity details, as required by RAPPIDX;
- (ii) Consents to the verification of the submitted information and documents by RAPPIDX to confirm their authenticity, in accordance with applicable laws;
- (iii) Authorizes RAPPIDX to share the User's relevant details and documents (including, but not limited to, business name, phone number, address, PAN card, bank account details, KYC documents, etc.) with the appropriate entities for processing insurance claims or with judicial authorities, courts, police, or complainants, in the event of a complaint or dispute related to the User's shipments.

21. TERMINOLOGY AND INTERPRETATION

21.1 Definitions: The following words and expressions, unless the context requires otherwise, will have the meanings set forth below in this Agreement:

- **"Confidential Information"** refers to any non-public information, including trade secrets, business plans, commercial information, financial projections, client data, organizational matters, or any other confidential information disclosed by one Party to the other. This includes both tangible and intangible forms of information marked as confidential or proprietary, or that is understood to be confidential given the circumstances of disclosure. Confidential Information does not include information that: (i) is disclosed in a judicial or administrative proceeding, or as required by law, and (ii) is in the public domain at the time of disclosure or becomes public through no fault of the receiving Party.
- **"Force Majeure Event"** refers to any circumstance beyond the control of a Party that may hinder or delay its obligations under this Agreement. This includes, but is not limited to, acts of God, war, civil unrest, strikes, terrorism, floods, fires, epidemics, pandemics, and government-imposed restrictions or legislation.
- **"Intellectual Property"** means any patents, copyrights, trademarks, service marks, trade names, logos, domain names, industrial designs, and any intellectual property rights associated with a business. This also includes know-how, trade secrets, computer programs, software, databases, and any goodwill tied to these assets.

21.2 Interpretations:

Unless the context requires otherwise:

- (a) The headings and bold text are provided for convenience only and shall not be considered in the interpretation of this Agreement.
- (b) Some terms may be defined elsewhere in this Agreement, and unless specified differently, these terms will have the same meaning throughout the document.
- (c) Any reference to this Agreement includes any amendments or modifications made to it, where applicable.
- (d) Words like "hereof," "herein," "hereby," "hereto," and similar terms refer to the entire Agreement or specific Clauses, depending on the context.
- (e) References to specific sections, clauses, paragraphs, sub-paragraphs, schedules, exhibits, or annexures refer to those in this Agreement.
- (f) Any reference to legislation or legal provisions includes their future amendments, supplements, or re-enactments, and any subordinate legislation under those provisions.
- (g) No provision of this Agreement should be interpreted against any Party solely because that Party was responsible for its preparation or any particular provision. The rule of **contra proferentem** does not apply to this Agreement.
- (h) References to singular terms also include the plural, and vice versa.
- (i) The word "include" means "include, but is not limited to."

ANNEXURE-A

RAPPIDX Service Specifications

1. Coverage of Services

1.1 RAPPIDX Ownership and Services

RAPPIDX is the creator and owner of its logistics platform, the RAPPIDX platform, which offers Users an automated shipping service integrated with courier vendors. The User acknowledges that RAPPIDX provides logistics services for both domestic and international (cross-border) shipments. The actual pick-up and delivery of shipments are carried out by RAPPIDX's subcontracted logistics vendors.

1.2 Shipment Pick-up

The User agrees that shipments will be picked up by RAPPIDX's logistics vendor from the User's specified location, as communicated to RAPPIDX during sign-up.

1.3 Automated Tracking and Vendor Assignment

The tracking number and logistics vendor will be assigned automatically, based on the pickup and delivery pin code, as well as the type of shipment.

1.4 Shipping Label

The User is responsible for prominently displaying a shipping label on the package, which includes full details such as the order number, consignee details, product details, return address (shipping address), and the gross and collectable value for COD (Cash on Delivery) shipments. The User can print the shipping label through the RAPPIDX platform, and this label must be affixed to the package before handing it over to the logistics vendor.

1.5 Tamper-Proof Packaging

The User agrees that shipments will be handed over to the logistics vendor in tamper-proof packaging that bears the User's brand.

1.6 Compliance with Laws

The User will be solely responsible for complying with all applicable statutory requirements (State and Central Laws/Statutes) related to the booking and sale of shipments carried and delivered by RAPPIDX's logistics vendors under this Agreement.

1.7 Role of RAPPIDX

RAPPIDX is a service provider to the User and does not act as a seller, retailer, stockist, or distributor. All activities performed by RAPPIDX are based on specific instructions from the User, as defined in this Agreement.

1.8 Web-Based Tracking Solutions

RAPPIDX reserves the right to offer web-based tracking solutions for all shipments through its logistics vendors.

1.9 Air Waybill and Liability

At the time of receiving shipments, RAPPIDX's logistics vendor will use an "Air Waybill" provided by RAPPIDX through its logistics management software. The User, as the 'Consignor/Shipper,' will be identified on the Air Waybill. RAPPIDX's liability, if any, will only extend to the User. The User assumes full liability for its customers, and neither RAPPIDX nor its logistics vendors will have any direct or indirect relationship or responsibility toward the User's customers.

The User confirms that they are fully aware of the prohibited items on the RAPPIDX platform or its logistics vendor network and ensures that no such prohibited items are handed over for shipment.

1.10 User Restrictions

The User agrees to the following:

- (a) Not to use the RAPPIDX services or platform as a reseller, over-the-counter (OTC) service, or as a franchise of any courier or logistics company, either directly or indirectly.
- (b) To use the RAPPIDX platform exclusively for e-commerce sales-related transactions.

If RAPPIDX determines that the User has violated any of these provisions, RAPPIDX reserves the right to deactivate the User's account, retain custody of the User's shipments (which will be disposed of within 30 days), and impose damages or charges (including applicable GST and freight charges) as determined by RAPPIDX in its sole discretion.

2. User Obligations

2.1 Packing Responsibilities

The User agrees to ensure proper, tamper-proof, and damage-resistant packaging for all products being shipped.

2.2 Packaging Materials

The User agrees to use high-quality, branded packaging tapes (bearing their trademark/name), and not generic tapes (e.g., brown/plain/transparent tape) for sealing shipments. If generic tapes are used, RAPPIDX will not be responsible for any damage, theft, tampering, or leakage of goods. In such cases, the User will bear full responsibility.

2.3 Pickup Arrangements

The User must have the packaged orders ready when the courier arrives for pickup. All pick-ups must be logged before the specified cut-off time set by RAPPIDX's customer support team. No pick-ups will be allowed beyond the logistics vendor's cut-off time. The User is responsible for coordinating with the courier personnel for pickups.

2.4 Shipping Receipt

The User must obtain a signed copy of the shipping manifest as proof that the shipment was handed over to the courier company.

2.5 Air Waybill Usage

The User agrees to use the automated system provided by RAPPIDX to generate the Air Waybill (AWB) for each shipment. If the User uses a physical shipping docket or AWB, a penalty of Rs. 1,000 will be charged per AWB. Additionally, the User may not ship multiple items under a single AWB unless they have activated the Multi-Packet Shipments (MPS) service with RAPPIDX. Any violation of this rule will lead to the recovery of expenses (including freight charges) and liquidated damages of up to Rs. 10,000 per incident/shipment (plus applicable GST).

2.6 Invoice Inclusion

The User must include an invoice in each shipment that complies with all relevant laws, including GST regulations.

2.7 Registered Locations

The User agrees that shipments will only be picked up from the locations registered in their user panel.

2.8 Reverse Pickup Charges

If a reverse pickup of orders is requested (for national shipments only), the User will be responsible for the applicable fixed fee in addition to reverse freight charges, which are equal to the delivery freight charges as specified in the proposal.

2.9 Compliance with Laws

The User must comply with all applicable laws and regulations, including customs and tax laws.

2.10 Prohibited and Restricted Goods

The User agrees not to ship any banned, restricted, illegal, or prohibited items, including cash, jewelry (excluding artificial jewelry), gold, silver, precious metals, financial instruments, hazardous goods, or items in violation of any law or courier vendor's guidelines. A list of dangerous and restricted items is provided in Annexure-B. RAPPIDX will not be responsible for delivering such items.

2.11 Liability for Prohibited Goods

If the User ships prohibited or restricted items, RAPPIDX and its logistics vendors will not be responsible for any loss, theft, or damage. The User agrees to indemnify RAPPIDX and its logistics vendors for any losses or issues arising from such shipments. RAPPIDX reserves the right to retain custody of these shipments and impose penalties of Rs. 1,00,000 per incident or a different amount at RAPPIDX's discretion. Counterfeit or fraudulent products will attract penalties as specified in Annexure-B.

2.12 Shipping of Documents

If the User wishes to ship documents via the RAPPIDX platform, they must agree to specific terms related to document shipping. In the absence of such terms, shipments will be processed according to RAPPIDX's prevailing document shipping terms.

2.13 Limitation of Liability

The User acknowledges that RAPPIDX, through its logistics vendors, acts as a bailee and not an insurer of goods, cash, or other items. The User waives any insurance-related claims against RAPPIDX and its logistics vendors.

2.14 Damage Claims

In case of damage, pilferage, tampering, or leakage, the receiver must note the issue on the Proof of Delivery (POD) copy to be eligible for a claim. Claims will not be entertained without such remarks.

2.15 Claims for Damaged Goods

Claims for damage or pilferage will only be considered if the outer packaging is damaged or altered. If the packaging remains intact, no claims for damage, pilferage, tampering, or leakage will be entertained.

2.16 Time Limit for Claims

RAPPIDX will not entertain any claims for damage, pilferage, or other issues related to delivery if reported more than 48 hours after delivery. Additionally, requests for the POD will not be entertained more than 72 hours after delivery or return-to-origin (RTO).

2.17 Accurate Shipment Information

The User is responsible for providing complete and accurate details about the destination address and required documentation, including e-way bills and GST invoices. Incorrect or incomplete information may result in return shipments and the User will be charged for both the forward and RTO freight, along with any applicable taxes.

2.18 E-Way Bill Requirement

For goods valued at Rs. 50,000 or more, the User must provide a valid e-way bill (for both forward and RTO shipments) within 7 days from shipment or RTO initiation. Failure to provide the e-way bill may result in the shipment being marked as 'Disposed', and RAPPIDX will not be held liable.

3. Fees and Charges

3.1 Shipping Rates

The User agrees that the shipping charges will be as per the prevailing rates listed in the live calculator available in the User's admin panel.

3.2 Additional Charges

RAPPIDX reserves the right to apply additional charges beyond the base shipping rates and RAPPIDX service fees. These may include COD (Cash on Delivery) charges and other fees, as listed in the live calculator in the User's admin panel.

3.3 Rate Changes

RAPPIDX has the right to modify the rates listed on the live calculator in the User's admin panel at any time.

3.4 Taxes

Goods and Service Tax (GST) and other applicable taxes will be levied in accordance with the relevant taxation laws.

3.5 Volumetric Weight Calculation

Volumetric weight will be calculated as the product of Length x Breadth x Height, unless otherwise specified.

3.6 Declared vs Actual Weight Discrepancy

If the declared weight is less than the actual weight, shipping charges will be revised to reflect the actual weight. The User will be notified of this discrepancy via the dashboard and will have seven (7) working days to accept or reject the updated weight. If the User accepts the updated weight, it will be billed accordingly. If the User rejects the updated weight, the charges will not be billed until the issue is resolved. If the User does not respond within the seven-day period, the updated weight will be automatically accepted.

In cases where RAPPIDX believes that the declared weight is less than the actual weight, RAPPIDX reserves the right to:

- Re-route the shipment to a location of its choice,
- Retain custody of and dispose of the shipment within 30 days,
- Levy a penalty and charge for the full freight (including re-routing and forward freight charges) as required for the shipment.

3.7 COD Remittance

Unless otherwise agreed, RAPPIDX will remit the COD amounts to the User within eight (8) days of the delivery date, following the remittance cycle, which is currently three days a week (Monday, Wednesday, and Friday).

3.8 Modification of COD Shipments

If a COD shipment is later modified, the COD amount will either not be paid or will be refunded by the User if already remitted.

3.9 COD Remittance Discrepancies

If a COD amount has already been remitted due to an incorrect "delivered" status from the courier vendor, this amount will be deducted from future COD payments. If RAPPIDX is unable to remit the COD amount within 365 days from the due date due to reasons not attributable to RAPPIDX (such as incorrect bank details from the User), the User agrees to waive any claims against RAPPIDX and its logistics vendors regarding the non-payment of the COD amount. After 365 days, RAPPIDX will have the right to forfeit the unclaimed COD amount.

Any queries related to COD remittance should be raised via a ticket to the provided email address.

3.10 Claim Submission Requirements

For the User to submit any claims, a signed copy of the manifest sheet from the pick-up must be provided. Without the signed manifest, the claim will not be processed.

3.11 "Said to Contain" Basis & Inspection

It is understood by both parties that all products delivered by RAPPIDX or its logistics vendors are shipped on a "Said to Contain" basis. RAPPIDX or its vendors are not obligated to verify the declared contents or descriptions of the products on the shipping docket. The User is responsible for ensuring that the declaration of the shipment's contents and value is accurate and truthful. RAPPIDX is not responsible for the merchantability of the products shipped.

4. Payment Terms for Prepaid Accounts

4.1 Prepaid Deposit

The User agrees to deposit funds into their account under the prepaid model to use RAPPIDX's services. This section applies solely to prepaid accounts.

4.2 Purchasing Shipping Credit

The User can recharge their account by selecting the "Buy Shipping Credit" option and choosing an amount suited to their business needs. This credit can be used for both air and surface shipping.

4.3 Account Activation

RAPPIDX reserves the right to activate the User's account once the shipping credit payment has been successfully made.

4.4 Credit Deduction for Shipments

Shipping charges based on shipment weight will automatically be deducted from the User's credit. A minimum charge of 0.5 kg (or multiples thereof) applies for air shipping, in accordance with RAPPIDX logistics norms. Weight discrepancies, if any, will be adjusted from the User's wallet balance after shipment pickup.

4.5 Invoice Adjustment

- **(I) Invoice Amount Exceeds Credit:**
If the invoice amount is greater than the available credit, the invoice will be marked as unpaid and displayed in the User's panel and invoice history. The User must recharge their account to cover both the unpaid invoice and new shipping expenses to continue using RAPPIDX services.
- **(II) Invoice Amount Less Than Credit:**
If the invoice amount is less than the available credit, it will be automatically adjusted against the credit balance (if not already done) and marked as paid. The remaining credit will continue to be available for further shipments.

4.6 Invoice Disputes

The User must verify invoices and raise any disputes within five (5) working days of the invoice date.

4.7 Claims Requirements

To submit claims (e.g., wrong freight charges, missing COD amounts, pilferage, in-transit damages),

the User must provide a signed manifest sheet for the relevant pickup. Claims without a signed manifest will not be considered valid.

4.8 Negative Wallet Balance

If the User's wallet balance becomes negative (e.g., due to weight discrepancies), RAPPIDX reserves the right to hold, retain, or adjust COD amounts from the User's shipments.

4.9 Credit Validity

Shipping credit remains valid for three (3) years from the date of the last shipment. If the User does not book any shipment within this period, RAPPIDX may forfeit the unused credit balance.

4.10 Refund of Credit Balance

The User may request a refund of their wallet balance. Refunds will only be made to the original payment source and require submission of necessary KYC documents. RAPPIDX may:

- Refuse refund to a different payment source;
- Apply a surcharge for refunds to a different source;
- Levy charges if misuse or illegal activities are suspected.

4A. Terms of Payment for Secured Postpaid Accounts with Rolling Credit

4A.1 Applicability

This section applies only to secured postpaid accounts with rolling credit, not to prepaid accounts.

4A.2 Purchasing Shipping Credit

The User recharges their account by selecting "Buy Shipping Credit" and choosing the appropriate amount, usable for air and surface shipping.

4A.3 Account Activation and Rolling Credit

After the shipping credit is made, RAPPIDX may activate the account and grant a rolling credit limit based on shipment volume. Users may also increase their limit by recharging their wallet.

4A.4 Credit Adjustment from Remittance

RAPPIDX reserves the right to deduct the used credit limit amount from future remittance payments due to the User.

4A.5 Credit Deduction for Shipments

Shipment weight charges will automatically deduct from the User's credit balance. A minimum of 0.5 kg applies for air shipping. Any discrepancy in weight charges will be adjusted after shipment pickup.

4A.6 Invoice Adjustment

- **(I) Invoice Amount Exceeds Credit:**
If the invoice exceeds the available credit, it will be marked unpaid and shown in the panel. The User must recharge their account to pay the unpaid invoice and continue using services.
- **(II) Invoice Amount Less Than Credit:**
If the invoice amount is less than the available credit, it will be automatically adjusted (if not already done) and marked as paid.

4A.7 Invoice Disputes

The User must verify invoices and raise any disputes within five (5) working days of issuance.

4A.8 Claims Requirements

Claims (e.g., for wrong freight, missing COD, damage) must be supported by a signed pickup manifest sheet. Claims without it will be considered invalid.

4A.9 Negative Wallet Balance

In case of a negative wallet balance, RAPPIDX has the right to hold, retain, or adjust COD amounts from the User's shipments.

4A.10 Credit Validity

The wallet balance must be utilized within three (3) years from the last shipment date. Otherwise, RAPPIDX may forfeit the remaining balance.

5. Overseas Shipments

5.1 Applicability of Annexure-C

In case the User utilizes the RAPPIDX platform for international or cross-border shipments; the User agrees that the terms and conditions outlined in **Annexure-C** of this Agreement will apply in addition to the general terms of this Agreement.

5.2 Updates to Annexure-C

RAPPIDX reserves the right to modify the terms and conditions in Annexure-C from time to time as and when applicable. Notice of such changes may be provided either via the User's RAPPIDX dashboard or through email, and such communication shall be deemed valid and binding.

5.3 Precedence of Annexure-C

In case of any inconsistency between the general terms of this Agreement and the provisions of Annexure-C, the terms of Annexure-C shall prevail for international or cross-border shipments.

(Currently the services or facility for international or cross-border shipments are not being provided by the company, the above provisions along with Annexure-C shall be applicable in case of occurrence of such instances)

6. Returns/RTO (Return to Origin) of Products

6.1 Return Rights

RAPPIDX reserves the right to return products/shipments to the User if the shipment is not accepted by the customer, regardless of the reason.

6.2 Applicable RTO Charges

RAPPIDX may apply Return to Origin (RTO) charges based on the prevailing rates specified in the live calculator link in the User's admin panel.

6.3 Acceptance of Returned Shipments

The User must ensure that returned products are accepted at the locations designated by them and must provide the corresponding Airway Bill (AWB) number for the returned shipments.

6.4 Non-Acceptance of RTO Shipments

- If the User fails to accept the returned (RTO) shipments or is unreachable, RAPPIDX may charge demurrage or incidental fees for storage beyond **seven (7) business days** after return initiation, up to a maximum of **forty-five (45) days**.
- If the User does not accept the returned product within **ten (10) days** from the first RTO undelivered date or first RTO delivery attempt, RAPPIDX may dispose of the product.
- In such cases, the User:
 - **Forfeits all claims** over the disposed product,
 - **Must pay** disposal charges along with any other applicable charges (including demurrage/incidental charges).

Additionally, RAPPIDX shall have the right to:

- (a) Retain and adjust outstanding charges from the User's COD amounts within 30 days of retention;
- (b) Retain and dispose of the User's shipments held by RAPPIDX or its logistics vendors;
- (c) Forfeit any security deposit lying with RAPPIDX, if applicable.

7. Reverse Pickups

7.1 Definition

"Reverse Pickup" refers to the collection of products by RAPPIDX from the customer's address, as specified by the User, and delivery of such products to a location mutually agreed upon by both Parties.

7.2 Charges for Reverse Pickups

The User agrees that any reverse pickup requested will incur additional charges as per the then-prevailing rates.

7.3 Responsibility and Limitations

- RAPPIDX and its logistics vendors are **not responsible for verifying** the contents of the products handed over by the customer for:
 - (i) **RTO Shipments** (shipments returned in the same condition as originally dispatched by the User), and
 - (ii) **Closed Box Reverse Pickup Shipments** (shipments opened and subsequently repackaged by the customer).
- The **packaging responsibility** lies entirely with the customer, and it must be adequate to prevent damage during transit.
- The **sole responsibility** for the contents of the consignment remains with the customer.
- RAPPIDX and its logistics vendors are **not liable** for any shortage or damage to the reverse pickup consignments unless the damage is solely due to the **gross negligence** of RAPPIDX.

8. Cap on Shipment & Other Liability or Claims

8.1 Maximum Liability of RAPPIDX

Notwithstanding anything contrary contained in this Agreement, the maximum liability of RAPPIDX per shipment shall be:

- **For all couriers except India Post:**
 - **Forward Journey** (damage, loss, or theft): ₹2,500 (Indian Rupees Two Thousand Five Hundred only) or the order value, whichever is lower.
 - **Reverse Pick-Up Journey** (damage, loss, or theft): ₹2,000 (Indian Rupees Two Thousand only) or 50% of the order value, whichever is lower.
 - **RTO Journey** (damage, loss, or theft): ₹2,500 (Indian Rupees Two Thousand Five Hundred only) or 80% of the order value, whichever is lower.
- **For India Post:**
 - **Speed Post:** Double the Speed Post freight charges or ₹1,000 (Indian Rupees One Thousand only), whichever is lower.
 - **Business Parcel:** ₹500 (Indian Rupees Five Hundred only) or the actual value of the parcel/content lost, whichever is lower.

Conditions:

- Claims must be raised within thirty (30) days from the shipment pickup date.
- A signed copy of the shipping manifest must accompany the claim.
- Failure to raise a claim within this period will result in the User forfeiting their rights to make a claim.

8.2 Clarifications Regarding Claims

- In case of a claim, RAPPIDX will be liable to pay only as per the limits stated above, **except** where the User requests (within 7 days of loss/damage declaration) a Certificate of Facts (COF) from the courier company. In such cases, RAPPIDX's obligation is limited to obtaining the COF; no compensation will be payable.
- **Insurance/Risk Cover Options:**
 - Shipments above ₹2,500 (for all couriers except India Post) can be insured by paying additional risk cover charges.
 - Any shipment with India Post (value starting ₹1) can also be insured by paying additional risk cover charges.
- Compensation for damaged shipments will be based on the **extent/percentage of damage** relative to the product's full value.
- If a previously credited claim amount is later found invalid (e.g., shipment was eventually delivered), the User must refund the credited amount, which may be recovered by RAPPIDX through deductions from the User's wallet, COD remittances, or other means.

8.3 Special Conditions

- **Damage to Fragile Items:** RAPPIDX and its courier vendors will not be responsible for any damage to shipments containing liquid, fragile, perishable, or glass items (including but not limited to cosmetic products, food, or beverages).

8.4 Timelines for Claim Notification

- Claims for **damage/pilferage/tampering/leakage/fake delivery** must be notified within **48 hours** of delivery.
- Claims for **loss/theft** must be notified within **30 days** from the shipment pickup date.

9. Termination & Cancellation

- RAPPIDX services will remain active for up to **10 (ten) days** from the date of the last unpaid invoice. The User will be charged for the services rendered during this period.
- **Termination Request:**
The User must request termination **before** the next billing cycle starts or before the next invoice is generated. Otherwise, the cancellation request will not be considered effective.
- **Refund Policy:**
There is **no pro-rata refund** for any remaining service period within the current billing cycle.
- **How to Request Termination:**
The User must send an email to **support@rappidx.com** with the following information:
 - Name of the User;
 - Name of the Store and Company ID;
 - Reason for termination.

ANNEXURE-B
Illustrative List of Hazardous and Restricted Items

A. Hazardous Goods

The following goods are *classified as Hazardous Goods* and are strictly prohibited:

- a. Flammable liquids
- b. Industrial solvents
- c. Insecticides, garden chemicals (fertilizers, poisons)
- d. Lithium batteries
- e. Magnetized materials
- f. Machinery (e.g., 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. Compounds, liquids, or gases with toxic and/or infectious characteristics
- k. Bleach
- l. Flammable adhesives
- m. Arms, ammunitions, or any bladed weapons (including but not limited to air guns, flares, gunpowder, fireworks, knives, swords, and antique weaponry)
- n. Dry ice (solid carbon dioxide)
- o. Aerosols, liquids, powders, or any other flammable substances classified as Dangerous Goods for air transport
- p. Alcohol
- q. Tobacco and tobacco-related products
- r. Electronic cigarettes
- s. Ketamine

B. Restricted Items

The following goods are classified as *Restricted Items* and cannot be shipped:

- a. Precious stones, gems, and jewellery (including but not limited to antiques, bullion of any precious metal, diamonds, gold, silver, platinum, and animal hunting trophies)
- b. Uncrossed (bearer) drafts/cheques, currency, and coins
- c. Poison
- d. Firearms, explosives, and military equipment
- e. Hazardous and radioactive materials
- f. Foodstuffs and liquor
- g. Pornographic materials
- h. Hazardous chemical items (including but not limited to radioactive materials, special chemicals, SCOMET items, hazardous/chemical waste, corrosive items such as acids, and machine parts containing oil, grease, toner)

- i. Plants and related products (including but not limited to oxidizing substances, sand, soils, ores, sandalwood, wood, wood pulp, edible oils, de-oiled groundnut, endangered plant species and their parts, asbestos)
- j. Drugs and medicines (including but not limited to cocaine, cannabis, LSD, morphine, opium, psychotropic substances, poisonous goods, contraband such as illegal/illicit or counterfeit drugs)
- k. Animals and human body-related items/products (including but not limited to livestock, cremated or disinterred human remains, human or animal embryos, corpses, or body parts)

Fake or Fraudulent Goods and Shipments

RAPPIDX is committed to conducting all business activities in strict compliance with applicable laws, regulations, and the highest ethical standards. In this regard, RAPPIDX enforces a **zero-tolerance policy** concerning counterfeit or fraudulent products/shipments, including products misrepresented in origin or quality, or those that are fake, cloned, or duplicate.

If RAPPIDX reasonably believes that you or your customer are involved in shipping or selling counterfeit or fraudulent products (including but not limited to counterfeit electronic products such as mobile phones, smartwatches, etc.), RAPPIDX reserves the right to:

1. **Seize** such counterfeit/fraudulent products/shipments.
2. **Report** the incident to the appropriate governmental authority or police station.
3. **Blacklist** you/your customer from conducting any further business with RAPPIDX.
4. **Levy liquidated damages** of up to **Rs. 10,000/-** per counterfeit/fraudulent shipment (plus applicable GST), or actual expenses if exceeding this threshold, to cover estimated legal costs.
5. **Levy liquidated damages** of up to **Rs. 1,00,000/-** (plus applicable GST) for causing reputational and goodwill damage to RAPPIDX.
6. **Demand a security deposit** of an appropriate amount (to be determined at RAPPIDX's sole discretion) to cover potential future losses due to counterfeit/fraudulent shipments.
7. **Block/retain/adjust** the entire Cash-on-Delivery (COD) amount held with RAPPIDX or its courier vendors.
8. **Seize all products** lying with RAPPIDX or its courier vendors belonging to you/your customer and **dispose of them** without prior notice after 30 days from the date of seizure.
9. **Forfeit any security deposit** lying with RAPPIDX.

Instances Disputed Shipments

RAPPIDX, at its sole discretion, reserves the right to **levy damages/charges** (along with applicable GST) on you for any shipment or case that is disputed by courier companies, customers, or any third party (including government authorities).

The quantum of damages/charges will be determined individually for each case at RAPPIDX's sole discretion.

Dispatch of Non-Essential Items to Government-Restricted Zones

If RAPPIDX determines that you have shipped non-essential items/products into restricted or prohibited zones (such as red zones or containment areas declared by the Central or State Governments of India), RAPPIDX reserves the right to:

- Levy a **penalty or liquidated damages** of **Rs. 10,000/- per shipment** (plus applicable GST) for estimated legal and reputational damage,
OR
- Recover actual damages, losses, or expenses incurred if these exceed the Rs. 10,000/- threshold, all as determined at RAPPIDX's sole discretion.

ANNEXURE-C

Conditions Governing International Shipments

A. Proof of Delivery

- No Proof of Delivery (POD) will be provided for international shipments.
- The final status shared by RAPPIDX shall be considered conclusive and terminal.
- No requests for investigation based on POD will be entertained.

B. Returns

- There is **no provision** for returns in international shipments.
- Undelivered shipments will be **disposed of** after a cut-off period determined solely by RAPPIDX.

C. Delivery

- Physical delivery to the buyer may not always be possible.
- Shipments may be delivered in:
 - Open porch/mailbox, or
 - Self-collection by the buyer from an access pickup point of the carrier.
- Such cases will be marked as **delivered** in RAPPIDX's system.

D. Cash on Delivery (COD)

- **COD is not available** for international shipments.
- The Seller must provide alternative instructions on a case-to-case basis to facilitate shipment clearance.
- If the Seller fails to respond and the hold limit is exceeded, the shipment will be **destroyed** and **all applicable charges** will be billed to the Seller's account.

E. Liability

- RAPPIDX's maximum liability is **Rs. 5,000/-** (Indian Rupees Five Thousand only) **or** the **invoice value of the shipment**, whichever is **lower**, in case of **loss** of shipment.
- **No liability** is accepted for **damaged** shipments.
- The User must accept the final shipment status as provided by RAPPIDX.
- **Clause 8 of Annexure-A** shall **not apply** to international shipments.

F. Packaging

- The User is solely responsible for appropriate packaging of documents and goods.
- RAPPIDX assumes **no responsibility** for loss or damage resulting from **inadequate packaging** by the User.

G. Negligence

- The User will be held **responsible for all losses** due to failure to comply with obligations under this agreement.

H. Charges

- The User must bear all additional charges, including but not limited to:
 - Customs duties
 - Airport fees
 - Surchargesincurred by RAPPIDX to facilitate shipment movement.

I. Miscellaneous

- RAPPIDX reserves the right to **add or modify** Standard Operating Procedures (SOPs) and Service Level Agreements (SLAs) based on requirements from its courier/logistics vendors.
- The User must strictly comply with such SOPs and SLAs, which shall form an **integral part of this Agreement**.
- Any breach will be treated as a **breach of this Agreement**.

PLEASE READ ALL TERMS CAREFULLY. YOUR USE OF THE PLATFORM CONSTITUTES ACCEPTANCE OF THESE TERMS.