



Terms and Conditions

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER AS APPLICABLE AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000.

DeleMate Services Private Limited ("DeleMate," "Company," "we," "us," or "our") provides technology-based services and acts as an intermediary for facilitating: (i) peer-to-peer delivery services by connecting senders and delivery agents (referred to as "Mates") to transport packages from one location to another, and (ii) any additional support services, such as associated payment collection, as may be offered by DeleMate from time to time via the Company's website www.delemate.com and the mobile application **DeleMate** (collectively referred to as the "Platform").

Please read these terms and conditions carefully before using the Platform, registering on the Platform, accessing any material or information through the Platform, or availing of the Services. By using the Platform or availing of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions without any limitation or qualification. If you do not agree with these Terms, please do not access the Platform or avail yourself of the Services.

The Company reserves the right to update or modify these Terms at any time at its sole discretion. Any such modifications will be effective immediately upon being posted on the Platform. Continued use of the Platform following any changes constitutes your acceptance of the revised Terms. Please check these Terms regularly to ensure you are aware of any updates.

These Terms and Conditions expressly supersede any prior agreements or arrangements with you. The use of and access to the Platform is conditional upon your unconditional acceptance of all the terms, conditions, and notices contained herein, as well as the provisions of our [Privacy Policy](#), which is

incorporated by reference.

I. GENERAL COVENANTS

In relation to your access to the Platform, you covenant and agree to the following:

You confirm that you are at least 18 years of age and are fully competent to enter into legally binding agreements, including these Terms and Conditions.

You are not restricted by any legal, regulatory, judicial, quasi-judicial, or other authority from accessing the Platform or using the Services, including entering into transactions facilitated by the Services.

You will use the Platform to provide services in compliance with all applicable laws, rules, and regulations. Any activities you perform on or through the Platform, including deliveries, must comply with these Terms and all legal obligations.

By registering on the Platform and offering Services, you authorize DeleMate and any of its designated third-party partners to conduct verification and background checks to validate your identity and ensure compliance with these Terms. This includes, but is not limited to, collecting personal information in accordance with our [Privacy Policy]. Please refer to the Privacy Policy for details on how your personal data is collected, processed, and used.

You will provide only true, accurate, current, and complete information, including your contact details, delivery preferences, and any payment-related information. You acknowledge and agree that it is your sole responsibility to maintain accurate and updated information on the Platform. DeleMate will not be responsible for verifying the correctness of the information you provide.

These Terms impose valid, legally binding obligations on you, and you agree that they are fully enforceable under the applicable laws of India.

If you are a Sender, you acknowledge that you are solely responsible for the accuracy of the package details you provide, including size, weight, and contents. Any misrepresentation or incomplete information may result in delivery failures, delays, or additional charges.

If you are a Mate (Delivery Agent), you agree to accept delivery requests based on your availability and commit to completing the delivery within the agreed

time frame and under the agreed conditions. You are solely responsible for handling the package safely and ensuring it reaches the intended recipient.

You agree not to misuse the Platform by engaging in activities such as (but not limited to) sending prohibited items, using the Platform for illegal activities, or misrepresenting your identity. Any fraudulent activities or misuse of the Platform will result in immediate suspension or termination of your account.

DeleMate may suspend or discontinue the Platform or Services at any time without prior notice, including for maintenance, upgrades, or other operational reasons. You agree that DeleMate is not liable for any loss resulting from such interruptions.

II REGISTRATION ON AND OPERATION OF THE PLATFORM

You must register on the Platform and create an account ("Your Account") by providing accurate, current, and complete information during the registration process. You are solely responsible for maintaining the confidentiality of your account credentials (e.g., username, password). The Company is not liable for any loss arising from unauthorized access to Your Account, whether with or without your knowledge. You agree to update Your Account information promptly to ensure it remains accurate and current.

Your Account is personal to you and cannot be transferred, assigned, or sold to any third party. You must not share your account login credentials with anyone.

You accept responsibility for all activities that occur in or from Your Account. You agree to establish reasonable security procedures and controls to protect your login credentials and prevent unauthorized access. This includes selecting strong passwords and regularly updating them.

If you believe someone has obtained access to your login credentials or Your Account is being used in an unauthorized manner, you agree to notify DeleMate immediately. The Company will not be responsible for any damages or losses resulting from unauthorized use of Your Account if you fail to notify us promptly.

DeleMate will not be liable for any breach of security or unauthorized use of Your Account. It is your responsibility to maintain control over your account and protect your information.

You agree not to send or transport any items prohibited by law or by the Platform's policies, including but not limited to illegal substances, weapons, hazardous materials, or perishables. DeleMate reserves the right to refuse service if such items are found to be involved in the delivery, and may report such activities to the relevant authorities.

When you place a Service Request on the Platform, the Company will forward the request to a Mate who is available at the time of the request. DeleMate merely acts as a facilitator and does not directly provide the delivery services.

DeleMate may monitor and record calls between you (the Sender) and the Mate for training purposes, quality control, and improving customer service, including complaint handling.

The Mate has the discretion to accept or reject any Service Request. DeleMate is not responsible for any refusal by the Mate to provide the requested services.

If the Mate accepts your Service Request, you will receive a notification with the package details and an option to connect with the Mate. You acknowledge that communication with the Mate is your responsibility after the request is accepted.

DeleMate will make reasonable efforts to connect you with a Mate who is available near your location at the time of your request. However, service availability is not guaranteed, and the Company will not be liable if no Mates are available or if they refuse to complete the delivery.

Even after accepting a Service Request, the Mate may decide not to proceed with the service for any reason. DeleMate will not be liable if the Mate does not arrive at the pickup location or declines to render the service.

After each delivery, both Senders and Mates may be asked to rate and review their experience. DeleMate reserves the right to suspend or terminate accounts based on repeated negative feedback or violations of the Terms. Constructive feedback helps maintain quality and trust across the Platform.

DeleMate will not be responsible if you fail to download the correct mobile application or access the correct website to use the Platform or Services.

For clarification, DeleMate does not provide delivery services or act as a transportation carrier. The Platform merely facilitates connections between Senders and independent third-party contractors (Mates) who are responsible

for providing the delivery services. DeleMate does not employ Mates, and Mates are not affiliates of DeleMate.

The Company reserves the right to modify, discontinue, or introduce any of the modes of placing Service Requests or providing Services at any time without prior notice.

III YOUR CONDUCT

You agree to use the Platform and Services solely for lawful purposes and in compliance with all applicable laws, including the laws of the Republic of India. You will refrain from engaging in any behavior that we reasonably believe to be disreputable or capable of damaging our reputation.

You will treat Mates with respect and will not cause any damage to them or their property or engage in unlawful, threatening, harassing, or abusive behavior towards them or their property.

The Company is not responsible for the behavior, actions, or inactions of Mates. Any contract for the provision of services is exclusively between you and the Mate, and the Company is not a party to the same.

By using the Platform, you acknowledge and agree to the following:

1. You will download and use the DeleMate App solely for your personal use and will not resell or allow third-party use of the app.
2. You will not authorize others to use Your Account or share your login credentials with anyone.
3. You will not assign or transfer Your Account to any other person or entity.
4. You will not use the Platform for any unlawful purpose, including but not limited to sending or storing unlawful material or engaging in fraudulent activities.
5. You will not misuse the Platform, attempt to defraud the Company, Mates, or third parties, or engage in any dishonest activities (e.g., falsifying information, creating dummy accounts, abusing promotions, etc.).
6. You will not impair or interfere with the proper functioning of the Platform. You will not use any viruses, trojan horses, malware, or other harmful tools to damage or intercept Platform data or functionality.

7. You will not take any action that imposes an unreasonable or disproportionately large load on the Platform's infrastructure, including denial of service attacks or spamming.
8. You will not attempt to harm, disable, or compromise the Platform in any way.
9. You will not copy or distribute the Platform's content without express written permission from the Company.
10. You will maintain the confidentiality and security of your account password and any identification provided by the Company for Platform access.
11. You will provide the Company with any proof of identity requested to verify your account or transactions.
12. You will only use an access point (such as Wi-Fi or mobile data) that you are authorized to use and ensure that it has at least 3G, 4G, or 5G connectivity for smooth functioning of the Platform.
13. You will not use the Platform with an unauthorized or incompatible device.
14. You will not indulge in any fraudulent activities, including falsifying information, creating duplicate accounts, or abusing promotional offers for unintended purposes.
15. If you create more than one account per User, DeleMate reserves the right to terminate your accounts.

You will not upload, display, share, host, or transmit any content on the Platform that:

1. You do not have the rights or permissions to share someone else's content.
2. Content that is harassing, obscene, pornographic, invasive of another's privacy, hateful, racially/ethnically offensive, or unlawful, including anything promoting money laundering or gambling.
3. Material that infringes on any patent, trademark, copyright, or other proprietary rights.
4. Content that harms minors or is harmful to children in any way.
5. Commercial solicitations, such as advertisements, fund-raising efforts, or marketing of services/products without permission.

6. Content that misleads or deceives others, including false information identified by relevant authorities as fake.
7. Content that impersonates another person or falsely represents your identity.
8. Content that contains viruses or malicious software designed to harm or disrupt other systems or devices.
9. Content that threatens the unity, integrity, security, or sovereignty of India or causes public disorder or incites violence.
10. Content related to unverified or impermissible online games, including surrogate ads or promotions.

DeleMate reserves the right to immediately terminate your account and stop providing Services if you fail to comply with these rules or engage in any prohibited behavior.

IV. PAYMENT TERMS

You will be required to pay the charges for the services you use using the online payment gateway provided on the platform. The Company collects these charges from you on behalf of the Mate. The payment will be held by the Company until confirmation of the successful delivery of the package.

For your security, the Platform will hold the payment you make until the delivery is completed and confirmed by the Sender. Once the Sender confirms that the package has been delivered in good condition, the payment will be released to Mate's bank account registered with the Company. If delivery is not confirmed, the payment will remain in escrow until the issue is resolved.

The rates for the Services, including any applicable cancellation fees, will be clearly displayed on the Platform before you confirm the transaction. You are responsible for reviewing these fees prior to confirming your Service Request.

The charges for Services may be updated or amended from time to time at the sole discretion of the Company. It is your responsibility to remain informed about the latest charges displayed on the Platform. The updated rates will apply to all new Service Requests made after the changes take effect.

Payments made for the Services are non-refundable, except in cases of cancellations or delivery issues where the Company, in its sole discretion,

determines a refund is warranted. In such cases, the Company may return the payment to you, or facilitate a refund through the Platform's payment gateway.

Payment for Services may be made via online payment (credit/debit cards, UPI, net banking) or any other method provided by the Platform. Cash payments are discouraged to ensure smooth processing. If online payment fails or is not available, you may opt to pay cash directly to the Mate. However, DeleMate is not responsible for any disputes arising from cash payments made directly between you and Mate.

To facilitate UPI payments or direct bank transfers, DeleMate may conduct bank account validation and Virtual Payment Address (VPA) validation through third-party service providers. By using the payment gateway, you agree to such validation being conducted.

Once the Mate delivers the package, you will receive a prompt through the Platform to confirm the completion of the delivery. You must confirm the delivery within a reasonable time to ensure the payment is released to the Mate. If no confirmation is received, DeleMate may contact you for clarification before releasing the payment.

After successful completion of the Service, an invoice will be sent to your registered email address. This invoice will detail the charges for the Services and any applicable taxes.

In the event of any disputes regarding payments or Service quality, you agree to first contact DeleMate customer service for resolution. The Platform will review the case and may hold the payment in escrow while the matter is investigated. If a resolution cannot be reached, DeleMate may provide mediation to resolve the issue between the Sender and the Mate.

V. YOUR REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS

By using the DeleMate Platform, whether as a Sender or a Mate, you represent, warrant, and undertake the following:

For Senders:

1. You represent and warrant that you are at least 18 years of age.Y

2. You will not use the Platform to send or transport any item prohibited by law or by the Platform's policies, including but not limited to illegal substances, weapons, hazardous materials, or perishables.
3. You agree to provide accurate, current, and complete information about the package when making a Service Request. This includes, but is not limited to, providing accurate descriptions, weights, and dimensions of the items being sent. Any misinformation could result in additional fees or cancellation of the Service.
4. You represent that you own the items being shipped or have the legal right to send them. You also confirm that these items are not prohibited by law or by any applicable regulations.
5. You undertake the responsibility to properly and securely package the items for delivery to prevent any damage or loss during transit. DeleMate and the Mate will not be liable for damages caused by inadequate packaging.
6. You agree not to intentionally falsify information or create dummy/duplicate accounts for fraudulent purposes.

For Mates:

1. You represent and warrant that you are at least 18 years of age.
2. You have the necessary legal authority, licenses, permits, or certifications to provide transportation services as an independent contractor, in compliance with all applicable laws and regulations.
3. You undertake to provide delivery services in a safe, efficient, and lawful manner. This includes adhering to all traffic rules and regulations and not engaging in any unlawful, dangerous, or inappropriate behavior during the delivery process.
4. You agree to accurately fulfill the Service Request by delivering the package to the intended recipient at the location specified by the Sender. Any deviation may result in penalties or termination of your access to the Platform.
5. You represent that you will take reasonable care of the items you are tasked with delivering and ensure their safe handling during transit. Any damages or losses caused due to negligence on your part may result in compensation claims by the Sender.

6. You warrant that you will notify both the Sender and the Platform of the successful delivery of the item(s). In the event of any issues or inability to deliver, you undertake to immediately inform the Sender and the Platform.

For All Users (Senders and Mates):

1. You represent that your use of the Platform is for lawful purposes only. You will not engage in any fraudulent activity or misuse the Platform for unlawful purposes, including but not limited to the transportation of illegal goods, fraudulent transactions, or deceitful behavior.
2. You undertake the responsibility of maintaining the confidentiality of your account credentials (username, password, etc.) and are solely responsible for any activity that occurs under your account, whether authorized by you or not.
3. You warrant that you will comply with these Terms and all applicable laws and regulations when using the Platform. Any violation may result in the suspension or termination of your account and potential legal action.
4. In the event of a dispute between a Sender and a Mate, you agree to cooperate with the Company to facilitate the resolution of the dispute, including providing any requested documentation or evidence related to the Service Request or delivery.
5. You warrant that you will use an authorized device and a secure internet connection or mobile data network to access the Platform, ensuring that your usage does not harm the Platform or its services.
6. You acknowledge that DeleMate acts solely as an intermediary, facilitating the connection between Senders and Mates for peer-to-peer delivery services. The Company does not take responsibility for the actual delivery of goods and will not be liable for any damages, losses, or disputes arising between the Sender and the Mate during or after the delivery.

You agree that you will not:

- Use the Platform to send or receive any items that are prohibited or restricted under applicable law.
- Engage in any activity that would disrupt the proper functioning of the Platform, including hacking, misuse of API services, or introducing malware/viruses.

- Misrepresent yourself or the items being sent or transported via the Platform.
- Make any false claims or disputes regarding deliveries without legitimate cause.

You acknowledge that any breach of these representations, warranties, or undertakings may result in the immediate termination of your account, the suspension of your access to the Platform, and legal action as deemed appropriate by the Company.

VI. RELATIONSHIP BETWEEN THE PARTIES

Each user (both Senders and Mates) is responsible for ensuring that they have the necessary permissions and rights to use the Platform. Senders must verify that the items they are sending are not subject to any legal restrictions, while Mates should confirm their legal authority to transport those items.

DeleMate reserves the right to verify the identity of users and the legality of the items being sent or transported. This may include requesting documentation or proof of ownership and legality before permitting access to certain services.

DeleMate shall not be liable for any indirect, incidental, or consequential damages arising from the use of the Platform, including damages resulting from the actions of Mates or the condition of items being delivered. Users acknowledge that they use the Platform at their own risk.

Each party agrees to keep confidential any personal or sensitive information disclosed during the use of the Platform. This includes information related to other users and the contents of communications made via the Platform.

DeleMate may facilitate communication between Senders and Mates through the Platform. However, it is the responsibility of both parties to communicate effectively and address any issues or questions directly with each other.

While DeleMate strives to maintain a high level of service quality, the Company does not guarantee specific delivery times or outcomes. Users acknowledge that various factors may affect delivery times and the condition of items.

DeleMate reserves the right to modify, suspend, or terminate the services offered on the Platform at its discretion without prior notice. This includes making changes to the way Mates are selected or the fees charged for services.

The relationship between the parties is governed by the laws of the jurisdiction in which DeleMate operates. Any disputes arising under this section shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

Users may have the opportunity to provide feedback or ratings regarding their experiences with Senders or Mates. DeleMate may use this feedback to improve its services but is not responsible for monitoring or moderating the content of user-generated reviews.

By using the Platform, all parties acknowledge that they have read, understood, and agreed to these Terms, including the nature of their relationship with DeleMate and with each other.

VII. COMMUNICATION AND NOTIFICATION

You agree that DeleMate (either directly or indirectly through its affiliates or third parties) may communicate with you in connection with the Platform or the Services through various means, including but not limited to:

- Push notifications
- Phone calls
- WhatsApp messenger application
- Emails
- Written correspondence via postal mail or other means

Any electronic communications sent to you will be deemed received within 24 hours of dispatch (e.g., via email, SMS, or other online notifications). For communications sent via postal mail, you will be considered to have received them three (3) business days after they are sent.

By registering on the Platform and providing your contact details, you give express consent to DeleMate and its permitted assigns and third-party agents to communicate with you in connection with the Services through the following means:

- A mobile phone or landline number you provide or use to contact us, or any number at which we believe we can reach you (even if it is not yours)
- Any email address associated with your account on the Platform
- Automated dialing systems and automatic telephone dialing systems

- Pre-recorded or artificial voice messages and other forms of communications

You acknowledge that the accuracy, readability, clarity, and promptness of communications depend on various factors beyond DeleMate's control. As such, DeleMate will not be responsible for any non-delivery, delayed delivery, or distortion of communications in any manner.

You have the right to update your communication preferences at any time. You can opt out of certain communication methods, such as promotional messages or push notifications, by following the instructions provided in those communications or through your account settings.

You acknowledge that certain communications may be necessary for your safety and the safety of others, particularly in emergency situations related to delivery services. You agree to remain reachable for such communications and understand that failure to respond may affect service delivery.

DeleMate reserves the right to update this communication policy at any time. Any changes will be effective immediately upon posting on the Platform, and your continued use of the Platform constitutes your acceptance of those changes.

VIII. DISCLAIMERS

The information and recommendations provided to you on or through the Platform are for general informational purposes only and do not constitute professional advice.

The Company will make reasonable efforts to keep the Platform and its contents correct and up to date and to offer you uninterrupted access. However, the Company does not guarantee that the Platform is free of errors, defects, malware, or viruses, nor does it guarantee the accuracy, completeness, or timeliness of the contents on the Platform. The Company assumes no liability for any monetary or other damages or losses you suffered as a result of delays, failures, interruptions, or errors in the operation of the Platform.

The Company will not be liable for damages resulting from the use of or the inability to use the Platform, including but not limited to:

- Delays or failures in the delivery of electronic communications.

- Interception or manipulation of electronic communications by third parties or computer programs used for electronic communications.
- Transmission of viruses or other harmful components.

If you choose to access the Platform from locations outside India, you do so at your own risk and are solely responsible for compliance with applicable local laws and regulations. The mere ability to access the Platform from another country does not imply that the laws of that country govern these Terms or the use of the Platform. The Company accepts no liability for non-compliance with the laws of any country other than India.

Access to the Platform or the Services may be unavailable, delayed, limited, or slowed due to the inherent nature of the internet and other factors, including but not limited to:

- Servers, networks, and hardware failures (including your own devices).
- Software failures, bugs, errors, and incompatibilities.
- Overload of system capacities.
- Severe weather, natural disasters, or acts of God.
- Interruptions in utility services, strikes, or other labor stoppages.
- Governmental restrictions or other human intervention.
- Any other cause beyond the Company's control.

The quality of the transportation services provided through the Platform by third-party volunteers (Mates) is the responsibility of the Mates. The Company is not liable for the performance of these services. However, any complaints regarding the Transportation Services or Package Services provided by Mates should be submitted to the Company via the designated email address.

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES AND/OR THE PLATFORM. THE COMPANY DOES NOT WARRANT THAT:

- a. The use of the Services and/or the Platform will be secure, timely, uninterrupted, or error-free.
- b. The Services will meet your requirements or expectations.
- c. Any stored data will be accurate or reliable.

- d. The quality of any Services or information obtained through the Platform will meet your requirements or expectations.
- e. Errors or defects in the Services and/or the Platform will be corrected.
- f. The Platform or the servers are free of viruses or other harmful components.

THE PLATFORM IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. All conditions, representations, and warranties, whether express, implied, statutory, or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby excluded and disclaimed to the highest and maximum extent permitted by law. You acknowledge and agree that the entire risk arising out of your use of the Platform and/or the Services remains solely and absolutely with you, and you will have no recourse against the Company.

IX. INTELLECTUAL PROPERTY RIGHTS

The Company is the sole owner and lawful licensee of all rights to the Platform and any associated digital media and content. This content includes, but is not limited to, design, layout, text, images, graphics, sounds, and videos. The Platform and its content embody trade secrets and intellectual property rights protected under worldwide copyright and other applicable laws.

"Intellectual Property Rights" encompasses all intellectual property rights or similar proprietary rights, including, but not limited to:

- (i) Patent rights and utility models.
- (ii) Copyrights and database rights, including moral rights.
- (iii) Trademarks, trade names, domain names, and trade dress along with the associated goodwill.
- (iv) Trade secrets.
- (v) Industrial design rights, including any registrations, applications to register, renewals, and extensions of the aforementioned rights in any jurisdiction worldwide.

All titles, ownership, and intellectual property rights in the Platform and its content remain with the Company, except for third-party content and links to

third-party websites. All rights not otherwise claimed under these Terms or by the Company are reserved.

The information provided on the Platform is intended solely for general informational purposes for personal use. The reader accepts full responsibility for its use. The Company does not represent or endorse the accuracy or reliability of any information or advertisement contained on, distributed through, or linked to the Platform, nor does it endorse the quality of any products or materials displayed or obtained as a result of any advertisement or information in connection with a Service.

All related icons and logos are registered trademarks or service marks of the Company in various jurisdictions and are protected under applicable copyrights, trademarks, and other proprietary rights laws. Unauthorized copying, modification, use, or publication of these marks is strictly prohibited.

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable license to download and install a copy of the Platform on a single mobile device that you own or control. You may run such copy of the Platform solely for your personal use.

As between the Company and the Customer, all rights, title, and interest in:

- (i) The Information,
- (ii) Other information input into the Platform by the Customer or its authorized users ("Other Information"),
- (iii) All Intellectual Property Rights in each of the foregoing, belong solely to the Customer. The combined terms of Information and Other Information are referred to as "Customer Information."

The Customer grants the Company a limited, non-exclusive, royalty-free, worldwide license to use the Customer Information as necessary to operate, maintain, and improve the Platform or provide the Services. Additionally, the Customer grants a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and distribute the Other Information as part of the Aggregated Statistics (defined below). The Customer is solely responsible for the accuracy, quality, veracity, integrity, legality, reliability, and appropriateness of all Customer Information. The Company agrees to access and use the Customer Information solely as outlined in these Terms or the Privacy Policy.

Notwithstanding anything else in these Terms, the Company may monitor the Customer's use of the Platform and Services and use data and information related to such use and Customer Information in an aggregated and anonymous manner, including compiling statistical and performance information related to the provision and operation of the Platform and Services ("Aggregated Statistics"). As between the Company and the Customer, all rights, title, and interest in the Aggregated Statistics and all Intellectual Property Rights therein belong solely to the Company. The Customer acknowledges that the Company will compile Aggregated Statistics based on Customer Information and that of other customers. The Customer agrees that the Company may:

- (i) Make such Aggregated Statistics publicly available.
- (ii) Use such information in compliance with applicable law and for purposes of data gathering, analysis, service enhancement, and marketing, provided that such data does not identify the Customer.

You agree not to:

- License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available the Platform to any third party.
- Modify or create derivative works based upon the Platform.
- Create internet "links," "frames," or "mirrors" of any application on any other server or wireless or Internet-based device.
- Reverse engineer or access the Platform to:
 - Design or build a competitive product or service.
 - Design or build a product using similar ideas, features, functions, or graphics of the Platform.
 - Copy any ideas, features, functions, or graphics of the Platform.
 - Launch automated programs or scripts, including web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses, worms, or any program that may make multiple server requests per second or unduly burden the operation and/or performance of the Platform.

X. INDEMNITY

The User (referred to as "Sender" or "Mate") agrees to indemnify, defend, and hold harmless DeleMate, its affiliates, licensees, and its officers, directors,

agents, and employees from and against any claims, liabilities, obligations, losses, damages, deficiencies, assessments, judgments, costs, or expenses (including, without limitation, costs and expenses incurred in preparing for and defending against or prosecuting any litigation, claim, action, suit, proceeding, or demand) of any kind or character. This indemnification applies to any matters arising out of or in any manner incidental to, relating to, or attributable to:

1. **Inaccuracy of Information:** Any inaccuracies, misrepresentations, or failures in providing information related to the items being sent or the services being offered through the DeleMate platform.
2. **Breach of Obligations:** Any breach of these Terms and Conditions (T&Cs) or failure to perform obligations set forth herein or under applicable laws in relation to the performance of services.
3. **Legal Compliance:** Any claims resulting from the Sender or Mate's non-compliance with local, state, or national laws regarding the items being sent or the delivery process.

DeleMate reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify DeleMate, including the rights to settle, and you agree to cooperate fully with DeleMate in such defense and settlement. DeleMate will make reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the indemnification obligation upon becoming aware of it.

The Sender or Mate may, at their own expense, engage separate counsel to advise them regarding a claim and to participate in the defense of the claim, subject to DeleMate's right to control the defense and settlement.

XI. TERM AND TERMINATION

These Terms, which form the contract between DeleMate (referred to as "the Company") and you (referred to as "the User"), are concluded for an indefinite period. You are entitled to terminate the contract between the Company and you at any time by deleting your account on the DeleMate platform.

The Company is entitled to terminate your access to the Platform and/or the Services at any time and with immediate effect by disabling your use of the Platform and the Service if you:

1. **Breach of Terms:** Violate or breach any term of these Terms.
2. **Misuse of Services:** Misuse the Platform or the Services, as determined by the Company's discretion.
3. **Fraudulent Activity:** There is reason to believe that your account is being used fraudulently.

The Company is not obliged to provide prior notice of termination. After termination, the Company will notify you in accordance with these Terms.

Neither party will be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may include but are not limited to, strikes, lockouts, riots, rebellions, accidental explosions, floods, storms, acts of God, and similar occurrences.

In addition to its right to terminate or suspend access to your account and/or the Services in case of violation of these Terms, the Privacy Policy, or any applicable law, the Company reserves the right, in its sole discretion, to pursue legal action against you if you act in a manner that the Company deems to involve fraud, misuse of the Platform, or is harmful to the Company's interests, another user, any Mate, or any other participating third-party.

The Company's failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of the Company's rights.

XII. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

1. These Terms will be governed by and interpreted in all respects in accordance with the laws of the Republic of India.
2. Subject to the provisions made in Clause XII.3, the Parties hereby submit to the exclusive jurisdiction of the courts of Hyderabad, India.
3. All disputes arising out of or in relation to these Terms will be settled amicably by the parties. In the event no amicable settlement is arrived at within a period of fifteen (15) days from the date of the first initiation of the dispute by one party to the other, the parties will resolve the dispute by means of arbitration pursuant to the Arbitration and Conciliation Act, 1996.
4. The arbitration proceedings will be conducted by an arbitral tribunal comprising of 1 (one) arbitrator mutually appointed by You and the

Company.

5. The arbitration proceedings will be conducted in the English language only, and the seat for arbitration will be in Hyderabad, India.
6. The award of the arbitral tribunal will be final and binding.

XIII. TERMINATION

You have the right to terminate your use of the Platform and Services at any time. To do this, you may delete your account on the DeleMate platform, which will result in the termination of the Services provided to you.

The Company reserves the right to terminate your access to the Platform and/or the Services at its discretion, with or without cause, and without prior notice. Reasons for termination may include, but are not limited to:

- Violation of these Terms.
- Misuse or abusive behavior related to the Platform or Services.
- Any behavior that is harmful to the interests of the Company, other users, Mates, or third parties.

Upon termination, your right to use the Platform and the Services will cease immediately. The Company will not be liable for any loss or damage resulting from the termination of your access. Any outstanding obligations you may have incurred prior to termination shall survive such termination.

The provisions of these Terms that by their nature should survive termination shall survive, including but not limited to limitations on liability, disclaimers, indemnity, and ownership provisions.

In the event of termination, any disputes arising out of or related to your use of the Platform and Services will be governed by the dispute resolution provisions outlined in these Terms.

XVI. ASSIGNMENT

You may not assign your rights under these Terms without the prior written approval of the Company.

XV. AMENDMENT

These T&Cs may be amended from time to time and as and when required at the sole discretion of the Company. If DeleMate makes any changes to these T&Cs that it deems to be material, DeleMate will make a reasonable effort to inform you of such changes, but it is your responsibility to review the T&Cs posted to the Platform from time to time to see if it has been changed. The updated version of these T&Cs will supersede the current version, and such an updated version will be immediately effective upon being posted on the Platform. The continued use of the Platform following the notification of modification of the T&Cs or after being updated on the Platform will be construed to mean the acceptance of the said modified T&Cs.

XVI. SEVERABILITY

If any provision or any part of a provision of these Terms is held to be invalid, unenforceable or prohibited by applicable laws of the Republic of India, such provision or part of provision will be severed from these Terms and will be considered divisible as to such provision or part thereof and such provision or part thereof will be inoperative and will not be part of the consideration moving between you and the Company hereto and the remainder of these Terms will be valid and binding and of like effect as though such provision was not included herein.

XVII. NOTICES

The Company may give notice by means of a general notice on the Platform, or by electronic mail to your email address on record in the Company's account information, or by written communication sent by regular mail to the Captain's address on record in the Company's account information.

Mate or Sender needs to send any notice at email id: contact@delemate.com

XVIII. CUSTOMER CARE AND GRIEVANCE REDRESSAL

Any opinions, issues, or suggestions regarding the Platform can be provided/resolved by reaching out to the customer care number or email mentioned below:

Customer Care details: contact@delemate.com

Any complaint, dispute, or grievance in relation to the Services or the Platform should be addressed to DeleMate as given below. Such complaints, disputes, or grievances will be handled as per applicable laws.

Grievance Officer: Tarak Ram

e-mail: tarakram@delemate.com

Address. Kondapur, Hyderabad, 50084, Telangana.