

Terms and Conditions of Use of Website

Introduction

Please read these Web Site Terms of Use carefully before using this Web Site (The "Web Site"). These Web Site Terms of Use (The "Terms of Use") govern your access to and use of the Web Site. The Web Site is available for your use only on the condition that you agree to the Terms of Use set forth below. If you do not agree to all of the Terms of Use, do not access or use the Web Site. By accessing or using the Web Site, you and the entity you are authorized to represent ("You" Or "Your") signify your agreement to be bound by the Terms of Use.

1. **User Eligibility:** The Web Site is provided by Mahindra Logistics Ltd. and available only to entities and persons over the age of majority and who can form legally binding agreement(s) under applicable law. If You do not qualify, you are not permitted to use the Web Site.
2. **Scope of Terms of Use:** These Terms of Use govern Your use of the Web Site and all applications, software and services (collectively, "Services") available via the Web Site, except to the extent such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to You via the Web Site ("Service Agreement(s)"). Any such Service Agreements accompany or are listed in association with or through a hyperlink associated with the applicable Services.
3. **Modifications:** Mahindra Logistics Ltd. may revise and update these Terms of Use at any time. Your continued usage of the Web Site after any changes to these Terms of Use will mean You accept those changes. Any aspect of the Web Site may be changed, supplemented, deleted or updated without notice at the sole discretion of Mahindra Logistics Ltd. may also change or impose fees for products and services provided through the Web Site at any time in its sole discretion.
4. **Mahindra Logistics Ltd. Privacy Policy:** Mahindra Logistics Ltd. Privacy Policy governs the use of information collected from or provided by You at the Web Site. With respect to any individual whose personal information is provided by You to Mahindra Logistics Ltd., You represent to Mahindra Logistics Ltd. that You have obtained all necessary consents for the processing of such personal information contemplated by the Services You are using and by Mahindra Logistics Ltd. Privacy Policy, including the transfer of such data to other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual.
5. **License and Ownership:** Any and all intellectual property rights ("Intellectual Property") associated with the Web Site and its contents (the "Content") are the sole property Mahindra Logistics Ltd.. The Content is protected by copyright and other laws in both the India and other countries. Elements of the Web Site are also protected by trade secret, unfair competition, and other laws and shall not be copied or imitated in whole or in part.
6. **Restrictions on Use of the Web Site:** In addition to other restrictions set forth in these Terms of use, you agree that:
 1. You shall not disguise the origin of information transmitted through the Web Site.
 2. You will not place false or misleading information on the Web Site.

3. You will not use or access any service, information, application or software available via the Web Site in a manner not expressly permitted by Mahindra Logistics Ltd..
4. You will not input or upload to the Web Site any information which contains viruses, or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Web Site or Information or that infringes the Intellectual Property (defined below) rights of another.
5. You will not input or upload to the Web Site any information which contains viruses, or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Web Site or Information or that infringes the Intellectual Property (defined below) rights of another.
6. Certain areas of the Web Site are restricted to customers of Mahindra Logistics Ltd..
7. You shall not use or access the Web Site in any way that, in Mahindra Logistics Ltd.'s judgment, adversely affects the performance or function of the Mahindra Logistics Ltd. Systems, Services or the Web Site.
8. You shall not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of Mahindra Logistics Ltd..
7. **Submissions:** Mahindra Logistics Ltd. does not accept ideas, concepts, or techniques for new services or products through the Web Site ("Comments"). If such Comments are received, you acknowledge that (a) they will not be considered confidential or proprietary, (b) Mahindra Logistics Ltd. and its affiliates are under no obligation to keep such information confidential, and (c) Mahindra Logistics Ltd. will have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute and exploit such Comments in any manner it chooses.
8. **Termination:** You agree that Mahindra Logistics Ltd., in its sole discretion, may terminate or suspend Your use of the Web Site and its Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Web Site, and (b) destroy any copies You have made of any portion of the Content. Accessing the Web Site, , Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that Mahindra Logistics Ltd. shall not be liable to You or any third party for any termination or suspension of Your access to the Web Site.
9. **Limitation of Liability:** In no event shall Mahindra Logistics Ltd., Its Employees, Its Directors, Its Affiliates, Its Licensors, Its Suppliers or any third parties mentioned at The Web Site be liable for any loss, damages including but not limited to Any Incidental, Direct / Indirect, Exemplary, Punitive and Consequential Damages, Loss of Profits, Or Damages Resulting from loss of data or business interruption resulting from the use of or inability to use the Web Site.
10. **Indemnity:** You agree to defend, indemnify and hold harmless Mahindra Logistics Ltd. and its respective officers, directors, employees, agents and representatives from any and all claims (i) arising out of Your breach of any of these terms and conditions, and any of Your activities conducted in connection with this site.
11. **Jurisdiction:** To the fullest extent permitted by Law, You hereby expressly agree that any proceeding arising out of or relating to your use of the Web Site shall be instituted in courts in Mumbai, India.

12. **Severability:** If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.
13. **Complete Agreement:** Except as expressly provided in other written agreement between You and Mahindra Logistics Ltd. These terms of use constitute the entire agreement between You AND Mahindra Logistics Ltd. with respect to the use of the Web Site.

Privacy Policy and Data Retention policy

Introduction

We Mahindra Logistics ("Mahindra Logistics Ltd."/Company) respect the privacy of its users. The information if any collected will be secured, safeguarded and shall be utilised for providing better and appropriate services to you and for lawful usage and purpose. We are committed to abide by law of the land and shall comply with the Information Technology Act, 2000 ("Act") and also the Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data Or Information) Rules 2011 ("Rules") or any other statutes which are in place to govern the Information Technology practice in India.

Scope and Definition

This policy shall govern the Company's collection and use of Data and Handling ("usage") of the Company & Personal Information ("CPI") and the Sensitive Company & Personal Data or Information ("SCPDI") by the Company in accordance with the Rules.

"Personal information" means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person. "Sensitive personal & company data or information" means any information of a person means such personal information which consists of information relating to—

- i. Login credentials such as Passwords
- ii. Details such as email address, phone number, address
- iii. Financial information such as Bank account details
- iv. Physical, physiological and mental health condition;
- v. Sexual orientation,
- vi. Medical records and history,
- vii. Biometric information,
- viii. Company information such as PAN number, vehicle details
- ix. Bids received for specific lanes/RFQs
- x. Any detail relating to the above clauses as provided to body corporate for providing service
- xi. Any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise

Provided that, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information.

By clicking the accept button below you hereby expressly give consent to use your CPI and SCPDI as more fully described herein below. Your consent to the same shall be construed as a lawful contract between you and the Company in accordance with the Act and Rules.

CPI and SCPDI are collected for

The Company may, collect, use, receive, possess, process, store, deal, disclose, transfer or handle Personal Information, Password and Financial Information such as Bank Account Number for the following purpose-

We may use the information to improve our products and services. We may periodically send promotional emails, SMSs and make voice calls about new products, special offers or other information which we think you may find interesting using the email address and mobile number which you have provided.

From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, SMS, voice or mail. We may use the information to customize the website according to your interests.

For providing the services, the Company will collect, use, receive, possess, process, store, deal, disclose, transfer or handle SCPDI.

Data Retention

The CPI or the SCPDI that the Company may collect, use, receive, possess, process, store, deal, disclose, transfer or handle shall be stored till the user account is active and thereafter deleted once the user deletes his profile from the Applications of the Company.

Sharing of CPI and SCPDI

In addition to the above said purposes, the Company may share your CPI and SCPDI with the following entities:

- a. Governmental Agency or Courts or Regulators as required under the applicable law
- b. With national/private oil companies for getting the petro-cards activated
- c. With national/private banks for getting the Fasttags activated
- d. Any employee, agent, contractor or third party or service provider in connection with the Company's business
- e. Any other person under duty of confidentiality to the Company

We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users. Additionally, in the event of a reorganization, merger, or sale we may transfer any and all personal information we collect to the relevant third party. It may also be necessary for us – by law, legal process, litigation, and/or requests from public and governmental authorities to disclose your personal information. We may also disclose information about you if we determine that for purposes of national

security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate.

At times we may make certain personal information available to strategic partners that work with us to services, or that help our customers. For example:- to oil companies to when you purchase the petro cards to activate the said cards we provide the KYC documents and when you are approved you will be governed by their respective privacy policies. Personal information will only be shared by us to provide or improve our products, services and advertising; it will not be shared with third parties for their marketing purposes.

Openness and Data Access

The user whose CPI and/or SCPDI is collected, received, possessed, processed, stored, transferred, dealt or handled may inquire as to the nature of data stored or processed by the Company. The person will be provided reasonable access to the person's CPI and SCPDI held by the Company. If any data is inaccurate or incomplete, such person may request that the data be amended or modified or updated.

Option to Opt Out

The person has an option to withdraw the consent to use the CPI or SCPDI by the Company in accordance with this Policy. In that case the person should contact the Data Privacy and Grievance officer designated by the Company below.

Security Measures

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. We do not retain any information collected from you for any longer than is reasonably required by us for the purpose of our services or such period as may be required by applicable laws in India.

Updates

The Company reserves the right to add, revise, amend, modify or delete any part of this Policy (in part or in full) at its discretion. The updated version of this Policy in force will be posted on the Company's website from time to time. In the event of any change in the Act or the Rules or in case of any requirement arising under any of the applicable law, this Policy shall be deemed to be amended or modified to the extent necessary to comply with such amendment to the Act or the Rules or to meet any requirement under the applicable laws.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or

lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Contact Us

If there are any questions regarding this privacy and data retention policy or if you wish to report a breach of the Privacy Policy, you may contact us at basupport@mahindra.com.

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