

TRAUL TERMS AND CONDITIONS

Last Updated: March 26, 2025

These Customer Terms and Conditions (“Agreement”) govern the provision of transportation and logistics services (“Services”) provided by Traul to you, the Customer (“Consignor/Sender/Customer”), who has chosen to use Traul's services for transportation, delivery, and other related activities. By accessing or using the services, you agree to be bound by these terms and conditions. If you do not agree to these terms, you must discontinue the use of the services and uninstall the Traul application from your mobile device.

This Agreement applies to all services provided by Traul, including but not limited to:

- a. Goods Transport by Road;
- b. All India Courier;
- c. Packers and Movers.

If you choose any of the services provided by Traul, you are also subject to any additional specific terms and conditions related to that service.

1. Acceptance of Terms

1.1 By accessing and using Traul’s services, you acknowledge and accept these Terms and Conditions, which shall apply each time you engage Traul’s services. These terms may be amended or updated by Traul from time to time, and your continued use of the services after such changes constitutes your acceptance of the updated Terms and Conditions. You are responsible for reviewing these terms periodically.

1.2 If at any point you do not agree with any of the provisions of this Agreement, you must immediately stop using the services provided by Traul and uninstall the application.

1.3 These Terms are governed by the provisions of the **Information Technology Act, 2000** (“IT Act”), and applicable rules, regulations, and amendments thereunder.

2. Service Availability

Traul offers various types of services, including transportation of goods, courier services, and packers and movers. These services are available through the Traul application, and by selecting a service, you agree to the applicable terms and conditions associated with it.

3. Customer’s Obligations

You, as the Consignor, represent and warrant that:

- a. You are the rightful owner or authorized agent of the goods you are sending, and you have the legal right and authority to enter into this Agreement.
- b. The goods you are sending are legally owned or in your lawful possession, and you are authorized to deal with them as outlined in this Agreement.
- c. You agree to indemnify and hold Traul harmless against any claims, damages, losses, or liabilities arising from your failure to comply with this obligation.
- d. You are responsible for ensuring the accuracy of the consignment details, including the description, quantity, value, and destination of the goods, as submitted through the Traul application.

4. Privacy and Data Protection

- 4.1** Under the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011**, Traul is committed to safeguarding your personal information. By using Traul's services, you consent to the collection, use, and disclosure of your personal data as outlined in the **Privacy Policy**, which forms part of these Terms and Conditions.
- 4.2** Traul collects personal data, including but not limited to your name, address, contact details, and consignment details for the purpose of providing the Services. We will not share your personal data with third parties unless required by law or for the execution of services contracted with you.
- 4.3** For more details on how your data is handled, please refer to the **Privacy Policy** section within the application.

5. Electronic Transactions and Record

- 5.1** You acknowledge and agree that by using Traul's services, you consent to the electronic delivery of records and information, including notices, agreements, and other communications related to the Services. These electronic records are governed by the provisions of the **Information Technology Act, 2000**, and applicable rules, including those related to electronic contracts.
- 5.2** Traul's application and website may also store data related to transactions. These records will serve as evidence of your engagement with the services and the terms you have agreed to.

6. Packaging and Delivery

- 6.1 Packaging Instructions:** You agree to ensure that the goods are properly packaged for transportation. Traul recommends the following packaging guidelines:
- a. Cover goods completely with appropriate material, ensuring secure ends with tape.
 - b. For fragile items, use bubble wrap to protect edges and corners.
 - c. Secure items with stretch wrap or other materials to prevent movement within the package.
 - d. Use cushioning materials like crumpled paper or foam for void spaces in boxes.
 - e. Use strong, industry-standard tape for sealing packages.
- 6.2 Responsibility for Goods:**
- a. You are fully responsible for all goods transported via Traul. You must only use Traul's services for legal purposes and ensure that the goods being transported do not violate any laws or regulations.
 - b. You must accurately describe the consignment in the Goods Forwarding Note and ensure that the contents match the declaration. Traul reserves the right to decline transportation for any consignment containing prohibited or illegal items.

7. Liability and Claims

7.1 Damaged

Goods

Claims:

Any claim for damage or loss to goods during transport must be made within **24 hours** from receipt of the goods. The claim must be sent to the respective customer support email address:

- a. For Packers and Movers services:
- b. For Goods Transport services:
- c. The claim must include photos of the damaged goods, packaging, or both (depending on the service), along with a detailed description of the damage. Claims submitted outside the **24-hour** window will not be processed.

7.2 Liability Limits:

- a. **Two-Wheeler Transport:** Traul's liability for loss or damage is limited to the lesser of the freight amount paid or **INR 1,500** (Rupees One Thousand Five Hundred), whichever is lower.
- b. **Three or Four-Wheeler Transport:** Traul's liability for loss or damage is limited to the lesser of the freight amount paid or **INR 5,000** (Rupees Five Thousand), whichever is lower.
- c. **Packers and Movers:** Traul's liability for loss or damage to goods packed in single-layer packaging is limited to **INR 1,500** (Rupees One Thousand Five Hundred), and for multi-layer packaging, the limit is **INR 5,000** (Rupees Five Thousand).

For goods exceeding the above values, you must obtain additional insurance coverage at your own cost. Traul recommends securing insurance for any valuable goods being transported.

8. Mis-declaration of Goods

8.1 You must accurately declare the nature, quantity, and value of the goods at the time of booking. If the goods are mis-declared, you will be liable for any damages, penalties, or fines resulting from this mis-declaration, including any third-party claims.

8.2 If the consignment contains prohibited or illegal items, Traul will not be liable for any damages or logistics-related costs associated with these items.

9. Payment Terms

9.1 You agree to pay for all services provided by Traul as per the rates displayed on the application. If you choose the cash-on-delivery (COD) payment option, you must pay the full amount to the delivery partner upon delivery, as per the amount shown in the Traul app. Any additional payments, including tips, made to the delivery partner are not the responsibility of Traul.

9.2 Traul reserves the right to levy additional charges for any non-payment, deficit payment, or failure to complete the payment as specified.

10. Cancellation Policy

If you decide to cancel the service after the driver has been allocated, a cancellation fee may apply as per Traul's policies. Details of such fees, if applicable, will be communicated at the time of cancellation.

11. Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall be resolved as follows:

- a. **Mediation:** If a dispute cannot be resolved amicably within **30 days**, the parties agree to attempt mediation in accordance with the applicable mediation laws.
- b. **Jurisdiction:** This Agreement shall be governed by the laws of **India**, and any legal action or dispute resolution will be subject to the exclusive jurisdiction of the courts of the applicable jurisdiction.

12. Access Blocking

Traul reserves the right to block or suspend your access to the services if you violate any of the terms and conditions, misuse the services, or engage in fraudulent activity. Traul may restore access at its sole discretion.

13. Pure Agent Relationship

If you use the **Traul Wallet** to make transactions, you authorize Traul to act as a “pure agent” for procuring services from Payment Aggregators and Payment Gateways. You agree to reimburse Traul for any charges incurred in providing these services, on a cost-to-cost basis.

14. Miscellaneous Provisions

- a. These terms constitute the entire **Agreement** between you and Traul regarding the use of the services.
- b. Traul’s failure to enforce any provision of this Agreement shall not be construed as a waiver of any right or provision.
- c. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- d. **Force Majeure:** Traul shall not be liable for any failure or delay in performance of its obligations due to causes beyond its reasonable control, including but not limited to natural disasters, acts of war, government actions, strikes, or technical failures.