

TERMS AND CONDITIONS

Donkey cargo - Terms of Use – 2020

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.Donkey cargo.com website and handheld devices.

Terms of Use

1. These terms of use (the "**Terms of Use**") govern your use of our website www.Donkey cargo.com (the "**Website**"). Please read these Terms of Use carefully before you use the services. If you do not agree to these Terms of Use, you may not use the services on the Platform. By installing or even merely using the Platform, you shall be contracting with Donkey cargo and you signify your acceptance to this Terms of Use and other Donkey cargo policies including Privacy Policy as posted on the Platform and amended from time to time, which takes effect on the date on which you use the Platform, and create a legally binding arrangement to abide by the same.

The Platform is owned and operated by Donkey cargo Private Limited, a private limited company incorporated under the Companies Act, 1956 and having its registered office at No. 12/4/26, Govindasamy street, Chinnalapatti, Dindigul - 624 301, India.

2. For the purpose of these Terms of Use, wherever the context so requires, "you", "user", or "User" shall mean any natural or legal person who shall transaction on the Platform by providing registration data while registering on the Platform as a registered user using any computer systems. The terms "Donkey cargo", "we", "us" or "our" shall mean Donkey cargo Private Limited.
3. Donkey cargo enables delivery of such Orders or completion of Tasks at select localities of serviceable cities across India ("**Delivery Services**") by connecting third party service providers i.e. pick-up and delivery partners ("**PDP**") who will be responsible for providing the pick-up and delivery services and completing Tasks initiated by the users of the Platform (Users or Merchants). The Platform Services and Delivery Services are collectively referred to as "**Services**". For both Platform Services and Delivery Services, Donkey cargo is merely acting as an intermediary between the Users and/or PDPs and Users/Merchants.
PDPs are individual entrepreneurs engaged with Donkey cargo on a voluntary, non-exclusive and principal to principal basis to provide aforementioned services for service fee. PDPs are independent contractors and are free to determine their timings of work. Donkey cargo does not exercise control on the PDPs and the relationship between the PDPs and Donkey cargo is not that of an agent and principal or employee and employer.
5. For the pickup and delivery services and completing the Tasks, PDPs may charge the users of the Platform (Users or Merchants), a service fee determined on the basis of various factors

including but not limited to distance covered, time taken, demand for delivery services/Tasks, real time analysis of traffic and weather conditions, seasonal peaks or such other parameters as may be determined from time to time.

6. Amendments

These Terms of Use are subject to modifications. We reserve the right to modify or change these Terms of Use and other Donkey cargo policies at any time by posting modified documents on the Platform and notifying you of the same for your perusal. You shall be liable to update yourself of such changes, if any, by accessing the same. You shall, at all times, be responsible for regularly reviewing the Terms of Use and the other Donkey cargo policies and note the changes made on the Platform. Your continued usage of the Services after any change is posted constitutes your acceptance of the amended Terms of Use and other Donkey cargo policies. As long as you comply with these Terms of Use, Donkey cargo grants you a personal, non-exclusive, non-transferable, limited privilege to access, enter, and use the Platform. By accepting these Terms of Use, you also accept and agree to be bound by the other terms and conditions and Donkey cargo policies (including Privacy Policy and Notice) as may be posted on the Platform from time to time.

7. Use of Platform and Services

Upon acceptance of any Order or Task by the PDPs, the pickup and delivery services or Task completion services (as the case may be) undertaken by him/her, shall constitute a separate contract for services between Merchants/Users and PDPs. Donkey cargo shall not be responsible for the services provided by PDP to Merchants/Users through the Platform. Donkey cargo may, however, offer support services to PDPs in respect of Order fulfilment, payment collection, call centre support, and other ancillary services, pursuant to independent contracts executed by Donkey cargo with the PDPs.

1. Donkey cargo does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of the Merchants. You are advised to independently verify the bona fides of any particular Merchant that you choose to deal with on the Platform and use your best judgment on that behalf. All Merchant offers and third-party offers are subject to respective party terms and conditions. Donkey cargo takes no responsibility for such offers.
2. Donkey cargo neither make any representation or warranty as to specifics (such as quality, value, salability, etc.) of the products or services proposed to be sold or offered to be sold or purchased on the Platform nor does implicitly or explicitly support or endorse the sale or purchase of any products or services on the Platform. Donkey cargo accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
3. Donkey cargo does not make any representation or warranty with respect to any aspect of the services being provided by the PDPs through the Platform including but not limited to pick up and delivery services and Task completion services to the Merchants or Users as the case may be.
4. Donkey cargo is not responsible for any non-performance or breach of any contract entered into between Users and Merchants, and between Merchants/Users and PDP on the Platform.

Donkey cargo cannot and does not guarantee that the concerned Users, Merchants and PDPs will perform any transaction concluded on the Platform. Donkey cargo is not responsible for unsatisfactory or non-performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

5. Donkey cargo is operating an online marketplace and assumes the role of facilitator, and does not at any point of time during any transaction between User and Merchant and/or User and PDP on the Platform come into or take possession of any of the products or services offered by Merchant or PDP. At no time shall Donkey cargo hold any right, title or interest over the products nor shall Donkey cargo have any obligations or liabilities in respect of such contract entered into between User and Merchant and/or User and PDP.
6. Donkey cargo is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a **strictly bipartite contract** between the Merchant and the User. In case of complaints from the User pertaining to efficacy, quality, or any other such issues, Donkey cargo shall notify the same to Merchant and shall also redirect the User. The Merchant shall be liable for redressing User complaints. In the event you raise any complaint on any Merchant accessed using our Platform, we shall assist you to the best of our abilities by providing relevant information to you, such as details of the Merchant and the specific Order to which the complaint relates, to enable satisfactory resolution of the complaint.
7. Please note that there could be risks in dealing with underage persons or people acting under false pretence.

Donkey cargo - Use of the Website

You agree, undertake and confirm that your use of Platform shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, download, modify, publish, transmit, update or share any information which belongs to another person and which you do not have any right to grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
2. is misleading or misrepresentative in any way;
3. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
4. harasses or advocates harassment of another person;
5. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
6. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

7. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
8. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
9. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
10. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
11. contains video, photographs, or images of another person (with a minor or an adult);
12. tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
13. solicits gambling or engages in any gambling activity which is or could be construed as being illegal;
14. interferes with another user's use and enjoyment of the Platform or any third party's user and enjoyment of similar services;
15. refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use, harm minors in any way;
16. infringes any patent, trademark, copyright or other intellectual property rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
17. violates any law for the time being in force;
18. deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
19. impersonate another person;
20. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
21. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any criminal offence or prevents investigation of any offence or is insulting any other nation;
22. is false, inaccurate or misleading;
23. directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force; or creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.

24. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform.
25. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, "password mining" or any other illegitimate means.
26. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Platform, or any other User, including any account on the Platform not owned by you, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.
27. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us including the name 'Donkey cargo', or otherwise engage in any conduct or action that might tarnish the image or reputation, of Donkey cargo or Merchant on platform or otherwise tarnish or dilute any Donkey cargo's trade or service marks, trade name and/or goodwill associated with such trade or service marks, as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Donkey cargo's systems or networks, or any systems or networks connected to Donkey cargo.
28. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
29. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Platform or any service offered on or through the Platform. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
30. You may not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of Donkey cargo and/or others.
31. You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of (a) the Information Technology Act, 2000 and the rules thereunder; (b) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (c) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to sales tax/VAT, income tax, octroi, service tax, central excise, custom duty, local levies) regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of products or

services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

32. In order to allow us to use the information supplied by you, without violating your rights or any laws, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your Information. We will only use your information in accordance with these Terms of Use and Privacy Policy applicable to use of the Platform.
33. You shall not engage in advertising to, or solicitation of, other users of the Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Platform. It shall be a violation of these Terms of Use to use any information obtained from the Platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than us without our prior explicit consent. In order to protect our users from such advertising or solicitation, we reserve the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period which we deem appropriate in its sole discretion. You understand that we have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
34. We reserve the right, but has no obligation, to monitor the materials posted on the Platform. Donkey cargo shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE PLATFORM AND IN YOUR PRIVATE MESSAGES.** Please be advised that such Content posted does not necessarily reflect Donkey cargo views. In no event shall Donkey cargo assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Platform. You hereby represent and warrant that you have all necessary rights in and to all Content which you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.
35. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Platform, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. We shall not be responsible or liable for

any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.

36. It is possible that other users (including unauthorized users or 'hackers') may post or transmit offensive or obscene materials on the Platform and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Platform, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Platform You acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Platform. Please carefully select the type of information that you publicly disclose or share with others on the Platform.
37. Donkey cargo shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services), hacking, pen testing attempts without our prior consent or a mutual legal agreement.

Order Booking and Financial Terms

1. The Platform allows the Users to place Orders and upon acceptance of such Orders by the Merchants, Donkey cargo will, subject to the terms and conditions set out herein, facilitates delivery of goods or services, or completion of Tasks through PDP.
2. Donkey cargo does not own, sell, resell on its own such products offered by the Merchants, and/or does not control the Merchants or the related services provided in connection thereof. User understands that any Order that he/she places shall be subject to the terms and conditions set out in these Terms of Use including, but not limited to, product availability, delivery location serviceability, and acceptance of Orders by Merchants/PDPs.
3. As a general rule, all Orders placed on the Platform and Delivery Services are treated as confirmed.
4. However, upon User's successful completion of booking an Order, we may call the User on the telephone or mobile number provided to confirm the details of such Order, price to be paid and the estimated delivery time. For this purpose, User will be required to share certain information with us, including but not limited to User's (i) first and last name (ii) mobile number; and (iii) email address. It shall be User's sole responsibility to bring any incorrect details to our attention.
5. In addition to the foregoing, we may also contact you by phone and / or email to inform and confirm any change in the Order, due to availability or unavailability or change in Order or change in price of any item in the Order as informed by the Merchant. Please note that any change or confirmation of the Order shall be treated as final. It is clarified that Donkey cargo reserves the right to not to process User's Order in the event User or Merchant or PDP is unavailable on the phone or any other means of communication at the time when we call you for confirming the Order and such event the provisions of the Cancellation and Refund Policy shall be applicable.

6. All payments made against the Orders or Services on the Platform by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. The Platform will not facilitate transactions with respect to any other form of currency with respect to the Orders or Services made on Platform. You can pay by (i) credit card or debit card or net banking; (ii) any other RBI approved payment method at the time of booking an Order; or (iii) credit or debit card or cash at the time of delivery. You understand, accept and agree that the payment facility provided by Donkey cargo is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment on delivery, collection and remittance facility for the transactions on the Platform using the existing authorized banking infrastructure and credit card payment gateway networks. Further, by providing payment facility, Donkey cargo is neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction or the transaction price.
7. User agrees to pay for the total amount for the Order placed on the Platform. Donkey cargo will collect the total amount in accordance with these Terms of Use and the pricing terms set forth in the applicable listing of product or restaurant service for the particular Merchant, apart from the delivery fees for Delivery Services. Please note that we cannot control any amount that may be charged to User by his/her bank related to our collection of the total amount, and we disclaim all liability in this regard.
8. The Merchant shall be solely responsible for any warranty/guarantee of the goods or services sold to the Users and in no event shall be the responsibility of Donkey cargo.

Terms of service

The User agrees and acknowledges that Donkey cargo shall not be responsible for:

Product liability of goods provided by Merchants.

Users may not be able to avail Services if their delivery location is outside Donkey cargo's current scope of Service. Donkey cargo will keep the User informed of the same at the time of confirming his/her Order booking.

User's Order will be only delivered to the address designated by him/her at the time of placing the Order on the Platform. Order will be cancelled in the event of any change of the address as informed by the PDP and user shall not be entitled to any refund for the same. Delivery of goods and services in the event of change of the delivery location shall be subject to acceptance by the PDP or sole discretion of Donkey cargo.

The user shall undertake to provide adequate directions, information and authorisations to accept delivery. In the event of no delivery due to any act or omission attributable to User, the goods or services shall be deemed to have been delivered to the User and all risk and responsibility in relation there to shall pass to the User without being entitled to any refund.

Services provided:

You agree and acknowledge that Donkey cargo shall be liable in the event you have failed to adhere to the Terms of Use.

1. User shall be required to provide credit or debit card details to the approved payment gateways while making the payment on the Platform. In this regard, User agrees to provide correct and accurate credit/ debit card details to the approved payment gateways for availing the Services. User shall not use the credit/ debit card which is not lawfully owned by User, i.e. in any transaction, User must use his/her own credit/ debit card. The information provided by the User will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. User shall be solely responsible for the security and confidentiality of his/her credit/ debit card details. We expressly disclaim all liabilities that may arise as a consequence of any unauthorized use of your credit/ debit card.
2. Donkey cargo does not offer any refunds against goods or services already purchased from a Merchant or PDP through the Platform unless an error that is directly attributable to Donkey cargo has occurred during the purchase of such product or services.
3. We constantly strive to provide you with accurate information on the Platform. However, in the event of an error, we may, in our sole discretion, contact you with further instructions. If you use the Platform, you do the same at your own risk.
4. User agrees that the Services shall be provided through the Platform only during the working hours.

No Endorsement

1. We do not endorse any Merchant. In addition, although these Terms of Use require you to provide accurate information, we do not attempt to confirm, and do not confirm if it is purported identity. We will not be responsible for any damage or harm resulting from your interactions with other Members.
2. By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from us with respect to such actions or omissions.

Specific Terms with respect to Use of Platform

1. The pick-up and drop off services are offered by and agreed to between the Users and the PDP alone. Donkey cargo assumes the role of facilitator only and Donkey cargo merely provides a Platform to facilitate pick-up and drop off services between PDP and Users.

2. The PDP will provide services as per your sole instructions. Donkey cargo does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such services to be provided by the PDP to the User.
3. You agree that the details of the items for pick-up and drop or concierge services, and the pick-up and drop location are provided or entered by you in the Platform, in accordance with which the PDP will render the services and perform the Task. Donkey cargo shall not be held responsible for any issues concerning the Task as the same is performed by the PDP as per your sole instructions and/or the details provided by you.
4. You agree and undertake that you shall not request for a pick-up or drop of any item which is illegal, hazardous, dangerous, or otherwise restricted or prohibited under any statute or law or regulation for transportation including but not limited to, items classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), BCAS (Bureau of Civil Aviation Security) or other government or regulatory agencies; radio-active, incendiary, corrosive or flammable substances, hazardous chemicals, explosives, firearms or parts thereof and ammunition, firecrackers, cyanides, precipitates, gold and silver ore, bullion, precious metals and stones, jewellery, semi-precious stones including commercial carbons or industrial diamonds, currency of any nationality, securities, coupons, stamps, negotiable instruments in bearer form, cashier's cheques, travellers' cheques, money orders, sodexo pass, passports, credit/debit/ATM cards, antiques, works of art, lottery tickets and gambling devices, crockeries, livestock, fish, insects, animals, plants and plant material, human corpses, organs or body parts, blood, urine and other liquid diagnostic specimens, hazardous or bio-medical waste, wet ice, pornographic materials, perishable foodstuffs, fragile glassware, contraband, bottled alcoholic beverages or any intoxicant, infectious item or narcotics and psychotropic substances, Indian Postal Articles and all items that infringe the Indian Postal Act of 1898, liquid, semi-liquid and gases, machinery parts containing oil, grease, fuel or batteries, philately items, oxidizing substances and organic peroxides solids, etc. You further agree that you shall not request for pick-up or drop of item(s) which require special transportation permit or require any special license under applicable law and/or item(s) which exceed beyond the dimensions of 14*14 inches and weight beyond 12 kgs.
5. In the event of you requesting transportation of any illegal or unlawful or prohibited items as mentioned above or which is otherwise restricted under any applicable law, Donkey cargo has the right to report the same to the law enforcement authorities.
6. In the event, during transit of your item(s) from pick-up location to drop-off location or while undertaking concierge services, if police or other law enforcement agencies demand for display of the item(s) for verification, the PDP shall have the right to display the item(s) to such authorities.
7. You agree and undertake that you shall abstain from sending high value item(s) whilst using the Services through the Platform and if you use the Services to send any high value item, it shall be at your own risk only and Donkey cargo shall not be held responsible for loss or any damage caused to such item(s). It is your sole responsibility to insure the items(s) to

cover the risk of loss or damage to your item(s) during transit, Donkey cargo shall not be responsible for the same.

8. Donkey cargo shall have the right to deny performance of Task(s) where it is not possible for the PDP to transfer the item(s) from the pick-up location to the drop-off location due to the big volume of the item(s).
9. You understand and agree that the recipient of the item(s) should be available at the drop-off location at time communicated for delivery of the item(s). In the event the recipient is not available at the drop-off location or refuses to take delivery or cannot be located by the PDP, you will receive a notification either through SMS and/ or a phone call ("**Non-acceptance Message**"). On receipt of Non-acceptance Message, it shall be your responsibility to take re-delivery of the item(s) at your location on payment of additional cost which may be communicated by Donkey cargo. In the event you refuse to pay the cost of re-transportation or re-delivery of the item(s) for which a Non-acceptance Message has been sent to you, you hereby authorize Donkey cargo and/the PDP to hold the item(s) in lieu of its claim of re-transportation of the item(s) and subject to payment of the said amount release the item(s) in your favour. In the event you fail to act in the matter and take re-delivery of the item(s) from the PDP, within the reasonable time especially in case perishable goods or goods with limited shelf life, you hereby waive all your claims to such item(s) and declare that Donkey cargo or the PDP shall not be liable for any loss or damage caused or suffered, to the item(s), whether directly or indirectly.

General:

1. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform. Only individuals who are 18 years of age or older may use the Platform and avail Services. If you are under 18 years of age and you wish to access or use the Platform, your parents or legal guardian must acknowledge and agree to the Terms of Use and Privacy Policy. Should your parents or legal guardian fail to agree or acknowledge the Terms of Use and Donkey cargo policies, you shall immediately discontinue its use. Donkey cargo reserves the right to terminate your Membership and / or deny access to the platform if it is brought to Donkey cargo's notice that you are under the age of 18 years.
2. If you choose to use the Platform, it shall be your responsibility to treat your user identification code, password and any other piece of information that we may provide, as part of our security procedures, as confidential and not disclose the same to any person or entity other than us. We shall at times and at our sole discretion reserve the right to disable any user identification code or password if you have failed to comply with any of the provisions of these Terms of Use.
3. As we are providing services in the select cities in India, we have complied with applicable laws of India in making the Platform and its content available to you. In the event the Platform is accessed from outside India or outside our delivery zones, it shall be entirely at your risk. We make no representation that the Platform and its contents are available or otherwise suitable for use outside select cities. If you choose to access or use the Platform

from or in locations outside select cities, you do so on your own and shall be responsible for the consequences and ensuring compliance of applicable laws, regulations, byelaws, licenses, registrations, permits, authorisations, rules and guidelines.

4. You shall at all times be responsible for the use of the Services through your computer or mobile device and for bringing these Terms of Use and Donkey cargo policies to the attention of all such persons accessing the Platform on your computer or mobile device.
5. You understand and agree that the use of the Services does not include the provision of a computer or mobile device or other necessary equipment to access it. You also understand and acknowledge that the use of the Platform requires internet connectivity and telecommunication links. You shall bear the costs incurred to access and use the Platform and avail the Services, and we shall not, under any circumstances whatsoever, be responsible or liable for such costs.
6. You agree and grant permission to Donkey cargo to receive promotional SMS and e-mails from Donkey cargo or allied partners. In case you wish to opt out of receiving promotional SMS or email please send a mail to support@Donkey cargo.com.
7. By using the Platform you represent and warrant that:
 1. All registration information you submit is truthful, lawful and accurate and that you agree to maintain the accuracy of such information.
 2. Your use of the Platform shall be solely for your personal use and you shall not authorize others to use your account, including your profile or email address and that you are solely responsible for all content published or displayed through your account, including any email messages, and your interactions with other users and you shall abide by all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data.
 3. You will not submit, post, upload, distribute, or otherwise make available or transmit any content that: (a) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them.
 4. All necessary licenses, consents, permissions and rights are owned by you and there is no need for any payment or permission or authorization required from any other party or entity to use, distribute or otherwise exploit in all manners permitted by these Terms of Use and Privacy Policy, all trademarks, copyrights, patents, trade secrets, privacy and publicity rights and / or other proprietary rights contained in any content that you submit, post, upload, distribute or otherwise transmit or make available.
 5. You will not (a) use any services provided by the Platform for commercial purposes of any kind, or (b) advertise or sell any products, services or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind.
 6. You will not use the Platform in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

7. You will not post, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Platform or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Platform.
8. You will not use another person's username, password or other account information, or another person's name, likeness, voice, image or photograph or impersonate any person or entity or misrepresent your identity or affiliation with any person or entity.
9. You will not engage in any form of antisocial, disrupting, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet.
10. You will not delete or modify any content of the Platform, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify.
11. You will not post or contribute any information or data that may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political or contrary to our interest.
12. You shall not access the Platform without authority or use the Platform in a manner that damages, interferes or disrupts:
 1. any part of the Platform or the Platform software; or
 2. any equipment or any network on which the Platform is stored or any equipment of any third party. You release and fully indemnify Donkey cargo and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Platform and specifically waive any claims that you may have in this behalf under any applicable laws of India. Notwithstanding its reasonable efforts in that behalf, Donkey cargo cannot take responsibility or control the information provided by other Users which is made available on the Platform. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Platform.

Access to the Platform, Accuracy and security

1. We endeavour to make the Services available during Merchant or PDP working hours. However, we do not represent that access to the Platform will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected.
2. We do not warrant that the Platform will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the Platform or your obtaining any material from, or as a result of using, the Platform. We shall also not be liable for the actions of third parties.

3. We do not represent or warranty that the information available on the Platform will be correct, accurate or otherwise reliable.
4. We reserve the right to suspend or withdraw access to the Platform to you personally, or to all users temporarily or permanently at any time without notice. We may any time at our sole discretion reinstate suspended users. A suspended User may not register or attempt to register with us or use the Platform in any manner whatsoever until such time that such user is reinstated by us.

Disclaimers

The platform may be under constant upgrades, and some functions and features may not be fully operational.

1. Due to the vagaries that can occur in the electronic distribution of information and due to the limitations inherent in providing information obtained from multiple sources, there may be delays, omissions, or inaccuracies in the content provided on the platform or delay or errors in functionality of the platform. As a result, we do not represent that the information posted is correct in every case.
2. We expressly disclaim all liabilities that may arise as a consequence of any unauthorized use of credit/ debit cards.
3. Donkey cargo disclaims and all liability that may arise due to any violation of any applicable laws including the law applicable to products and services offered by the merchant or pdp.
4. While the materials provided on the platform were prepared to provide accurate information regarding the subject discussed, the information contained in these materials is being made available with the understanding that we make no guarantees, representations or warranties whatsoever, whether expressed or implied, with respect to professional qualifications, expertise, quality of work or other information herein. Further, we do not, in any way, endorse any service offered or described herein. In no event shall we be liable to you or any third party for any decision made or action taken in reliance on such information.
5. The information provided hereunder is provided "as is". We and / or our employees make no warranty or representation regarding the timeliness, content, sequence, accuracy, effectiveness or completeness of any information or data furnished hereunder or that the information or data provided hereunder may be relied upon. Multiple responses may usually be made available from different sources and it is left to the judgement of users based on their specific circumstances to use, adapt, modify or alter suggestions or use them in conjunction with any other sources they may have, thereby absolving us as well

as our consultants, business associates, affiliates, business partners and employees from any kind of professional liability.

6. We shall not be liable to you or anyone else for any losses or injury arising out of or relating to the information provided on the platform. In no event will we or our employees, affiliates, authors or agents be liable to you or any third party for any decision made or action taken by your reliance on the content contained herein.
7. In no event will we be liable for any damages (including, without limitation, direct, indirect, incidental, special, consequential or exemplary damages, damages arising from personal injury/wrongful death, and damages resulting from lost profits, lost data or business interruption), resulting from any services provided by any third party or merchant accessed through the platform, whether based on warranty, contract, tort, or any other legal theory and whether or not we are advised of the possibility of such damages.

Intellectual property

1. We are either the owner of intellectual property rights or have the non-exclusive, worldwide, perpetual, irrevocable, royalty free, sub-licensable (through multiple tiers) right to exercise the intellectual property, in the Platform, and in the material published on it including but not limited to user interface, layout format, Order placing process flow and any content thereof.
2. You recognize that Donkey cargo is the registered owner of the word mark '*Donkey cargo*' and the logo including but not limited to its variants (IPR) and shall not directly or indirectly, attack or assist another in attacking the validity of, or Donkey cargo's or its affiliates proprietary rights in, the licensed marks or any registrations thereof, or file any applications for the registration of the licensed marks or any names or logos derived from or confusingly similar to the licensed marks, any variation thereof, or any translation or transliteration thereof in another language, in respect of any products/services and in any territory throughout the world.
3. You may print off one copy, and may download extracts, of any page(s) from the Platform for your personal reference and you may draw the attention of others within your organisation to material available on the Platform.
4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
5. You must not use any part of the materials on the Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
6. If you print off, copy or download any part of the Platform in breach of these Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
7. We process information provided by you to us in accordance with our Privacy Policy.

Third Party Content

We cannot and will not assure that other users are or will be complying with the foregoing rules or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

You acknowledge that when you access a link that leaves the Platform, the site you will enter into is not controlled by us and different terms of use and Privacy Policy may apply. By assessing links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links to and / or from third-party sites to the Platform, although we are under no obligation to do so.

Severability

If any of these Terms of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be effective, then to the extent and within the jurisdiction where that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

Non-assignment

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

Governing law and dispute resolution

These Terms of Use are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Platform, shall be subject to the jurisdiction of the courts at Bangalore, India.

IP Notice and Take Down Policy

1. Donkey cargo has put in place IP Notice and Take Down Policy ("**Take Down Policy**") so that intellectual property owners could easily report listings that infringe their right to ensure that infringing products are removed from the site, as they erode User and good Seller trust.
2. Only the intellectual property rights owner can report potentially infringing products or listings through Take Down Policy by way of Notice of infringement in the specified format. If you are not the intellectual property rights owner, you can still help by getting in touch with the rights owner and encouraging them to contact us.
3. Note: Donkey cargo does not and cannot verify that Merchants have the right or ability to sell or distribute their listed products or services. However, Donkey cargo is committed to ensure that item listings do not infringe upon intellectual property rights of third parties once an authorized representative of the rights owner properly reports them to Donkey cargo.

Limitation of Liability

In addition to other limitations and exclusions in donkey cargo's conditions of use and sale, in no event will we or our directors, officers, employees, agents or other representatives be

liable for any direct, indirect, special, incidental, consequential, or punitive damages, or any other damages of any kind, arising out of or related to donkey cargo. Our total liability, whether in contract, warranty, tort (including negligence) or otherwise, will not exceed the last membership fee you paid. These exclusions and limitations of liability will apply to the fullest extent permitted by law and will survive cancellation or termination of your donkey cargo super membership.

Donkey cargo reserves its right to alter/ withdraw/ extend any offers/ promotions at any time without giving any prior notice & without assigning any reason whatsoever.

These Terms and Conditions are co-extensive and concurrent with Donkey cargo's other Terms and Conditions and the Privacy Policy listed on this Platform.

Notice and Take Down Policy Template and Procedures

1. Reporting Instances of Intellectual Property Violations: To file a notice of infringement with Donkey cargo, you must provide a written communication (by email or regular mail) that sets out the information specified in the list below. Please note that you will be liable for damages (including costs and lawyer's fees) if you materially misrepresent that material is infringing your intellectual property right(s). Accordingly, if you are not sure if you are the proprietor of the intellectual property right(s), we suggest that you first contact a lawyer.
2. To expedite our ability to process your request, please use the following format:
 1. Identify with sufficient detail the protected work that you believe has been infringed. This includes identification of the web page or specific posts, as opposed to entire sites. Posts must be referenced by either the dates in which they appear or by the permalink of the post. Include the URL to the concerned material infringing your intellectual property right(s) [URL of a website or URL to a post, with title, date, name of the emitter], or link to initial post with sufficient data to find it;
 2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Donkey cargo to locate the material;
 3. Information reasonably sufficient to permit Donkey cargo to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
 4. The following mandatory statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property right(s) owner, its agent, or the law";
 5. The following mandatory statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the intellectual property right(s) owner or authorized to act on behalf of the owner of an exclusive intellectual property right(s) that is allegedly infringed";

Sign the document with either your physical or electronic signature

I, ◇ _____ of ◇ _____ do solemnly and sincerely declare as follows:

1. I am the owner of certain intellectual property rights, said owner being named _____ ("**IP Owner**").

2. I have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property right(s) owner, its agent, or the law therefore infringe the IP Owner's rights. Please expeditiously remove or disable access to the material claimed to be infringing.

3. I may be contacted at:

Name _____

Designation/Title &

Company _____

Postal Address (with Pin

code) _____

Email Address

(correspondence) _____

Telephone/Fax _____

I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the intellectual property right(s) owner or am authorized to act on behalf of the owner of an exclusive intellectual property right(s) that is allegedly infringed and I make this declaration conscientiously believing it to be true and correct.

Declared by ◇ _____

on ◇ _____ at ◇ _____

Truthfully,

Signature _____

(Important Note: (a) Donkey cargo shall be unable to process requests which do not specify exact product IDs or URLs. Please do not provide links to browse pages or links of search queries as these pages are dynamic and their contents change with time. (b) Donkey cargo shall not consider an incomplete request. (c) Donkey cargo's response to such request will include removing or disabling access to material claimed to be the subject of infringing activity. For a detailed term of use of our Platform, please visit <https://www.Donkeycargo.com/terms-and-conditions>).