

TERMS AND CONDITIONS FOR USERS

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF 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.

Donkey Cargo ("**Company**") provides technology-based services for booking parcel on two-wheelers ("**Vehicle**") to you ("**You**" or "**Users**") and you agree to obtain certain Services (defined hereinafter) offered by third party drivers or vehicle operators ("**Riders**") by means of the Company's website WWW.DONKEYCARGO.COM ("**Platform**"). All the Services provided by the Company to you would be by means of your use of the Platform. These Terms of Use shall govern the relationship between you (the customer) and the Company in the course of provision of the Services. These terms of use ("**Terms of Use**") mandate the terms on which users using the Services will be governed.

Please read the Terms of Use carefully before using the Platform or registering on the Platform or accessing any material or information through the Platform.

Use of and access to the Platform is offered to You upon the condition of acceptance of all the terms, conditions and notices contained in this Terms of Use and Privacy Policy, along with any amendments made by the Company at its sole discretion and posted on the Platform from time to time.

1. SERVICES

The Platform provides the following services ("**Services**") to You:

1. It allows you to pick up and drop off packages from one location to the other through the Riders ("**Package Services**").
2. It allows you to pick up items/products from merchants of a store and get the same delivered to you by the Delivery Partners ("**Delivery Services**")

2. GENERAL TERMS OF USE

1. You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18 years), to obtain an account.
2. The Service is not available for use by persons under the age of 18 years. You shall not authorize third parties to use your account. You shall not allow persons under the age of 18 years to receive transportation or logistics services from the Riders.
3. If the Company becomes aware or, it acquires credible knowledge that You have misled us regarding your age, then the Company reserves its rights to deactivate the account and You will not be liable to raise any claims including from the Company.
4. The Company may monitor and record calls made to the Riders, for the purpose of training and improving customer care services, including complaint.
5. The Riders shall have the sole discretion to accept or reject each request for the Service.

6. If the Riders accepts the booking request made by the Company, a notification will be sent you with the information regarding the Riders including its name, contact number etc.
7. The Company shall make reasonable efforts to bring you in contact with the Riders in order to obtain the Service subject to availability of the Riders in or around your location at the time of your booking request made to the Company.
8. For the avoidance of doubt, it is clarified that the Company itself does not provide the Services. It is the Riders who shall render the Services to you.
9. Even after acceptance of booking, the Riders may not reach your pick up location or decide not to render his services. in which event the Company shall not be held liable.
10. You warrant that the information you provide to the Company is accurate and complete. The Company is entitled at all times to verify the information that you have provided. You may only access the Services using authorized means.
11. The Company shall not be liable if you do not download the correct Platform or visit the appropriate web portal.
12. You will refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation and will comply with all applicable laws of the Republic of India.
13. You will treat the Riders with respect and not cause damage to their Vehicle or engage in any unlawful, threatening, harassing, abusive behaviour or activity whilst using their Vehicle;
14. The Company is not responsible for the behaviour, actions or inactions of drivers of Vehicles, Riders or quality of Vehicle which you may use. Any contract for the provision of Vehicle for the Services is exclusively between you and the Riders and the Company is not a party to the same.
15. You agree that You shall not request for Package Services for Items which are illegal, hazardous, dangerous, or otherwise restricted or constitute Items that are prohibited by any statute or law or regulation or the provisions of this Terms of Use.
16. You also agree that you shall not request for dispatch of item(s) which require a special transportation permit or require any special license under applicable law.
17. The Company does not check or verify the packages that are being picked up and dropped off on behalf of You or the Items that are being delivered to You by the Riders, and therefore the Company shall have no liability with respect to the same. However, if it comes to the knowledge of the Company that You have packaged any illegal or dangerous substance or availed the Package Services using the Platform to deliver any illegal or dangerous substance, the Company shall have the right to report You to the government authorities and take other appropriate legal actions against You.
18. You agree that before requesting a Package Service, You are well aware of the contents of the package sent or requested by You through registered Riders, and that such contents are legal and within limits of transportation under any applicable laws. Such contents shall not be restricted and/or banned and/or dangerous and/or prohibited for carriage (such items include, but are not limited to, 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 (paper or coin) of any nationality, securities (including stocks and bonds, share certificates and blank signed share transfer forms), coupons, stamps, negotiable instruments in bearer form, cashier's cheques, travellers'

cheques, money orders, passports, credit/debit/ATM cards, antiques, works of art, lottery tickets and gambling devices, 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, contraband, bottled alcoholic beverages or any intoxicant or narcotics and psychotropic substances or any other prohibited material or material for the transportation of which specific authorisation/license is required under applicable laws).

19. You also agree that, upon becoming aware of the commission any offence by You or Your intention to commit any offence upon initiating a Package Service or during a Package Service of any Item(s) restricted under applicable law, the Riders may report such information to Company or to the law enforcement authorities.
20. You also agree that any payment for the products/goods ordered by you in respect of the Delivery Services shall be at your own risk and the payment shall be settled directly between you and the Riders. Company does not assume any responsibility or liability whatsoever for any damage/deficiency or loss of the products/goods. The Delivery Services are provided to You directly by the Riders and Donkey cargo merely acts as a technology platform to facilitate delivery initiated on the Platform and Donkey cargo does not assume any responsibility or liability for any form of deficiency of services on part of the Riders.
21. You agree that you will be solely responsible for the packages handed over to the Riders and shall be prudent not to handover expensive items to the Riders. You will be solely responsible for any loss or damage to the goods, in case of any theft or any other incidents to the packages by the Riders.
22. You can initiate a transaction on the Platform by which You may (through the help of a Riders) send packages at a particular location. The Package Services are provided to You directly by the Riders and Donkey cargo merely acts as a technology platform to facilitate transactions initiated on the Platform and Donkey cargo does not assume any responsibility or liability for any form of deficiency of services on part of the Riders.
23. By using the Platform of the Company, you further agree that:

1. You will not authorize others to use your account;
2. You will not assign or otherwise transfer your account to any other person or legal entity;
3. You will not use the Website for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
4. You will not use the Website to cause nuisance, annoyance or inconvenience;
5. You will not impair the proper operation of the network;
6. You will not try to harm the Website in any way whatsoever;
7. You will not copy, or distribute the Website or other Company Content without written permission from the Company;
8. You will keep secure and confidential your account password or any identification which the Company may provide you which allows access to the Website;
9. You will provide the Company with whatever proof of identity we may request;

10. In order for us to facilitate UPI payments, we are required to conduct a bank account validation and Virtual Payment Address (“VPA”) validation. We conduct these validations through a third-party service provider.
11. You will only use an access point or atleast a 3G data account (AP) which you are authorized to use.
12. The Company reserves the right to immediately terminate your use of the Website should you not comply with the any of the rules provided in the Terms of Use.

3. PAYMENT FOR SERVICES

1. You shall be required to pay charges for the Services used by you either by using the online payment gateway provided in the Platform or by paying cash to the Riders. The Company collects the charges for the Services on behalf of the Riders after obtaining authorisation from the Riders and the payment is remitted to the Riders’s bank account registered with the Company.
2. In respect of the Delivery Services, you will be required settle the payments incurred towards the good/products purchased from the merchants directly with the Riders. You agree and acknowledge that Donkey cargo is not in anyway be responsible for the settlement between you and the Riders.
3. The rates of the Services shall be notified on the website of the Company.
4. The charges for the Services shall be updated or amended from time to time at the sole discretion of the Company and it shall be your responsibility to remain informed about the charges for the Services.
5. You agree that you will pay for all Services you purchase from the Riders either by way of online payment or by cash. In the event the payment cannot be accepted through the online payment or any other mode, you shall be required to pay the charges for the Services availed by way of cash.
6. Any payment made is non-refundable. You shall pay the service fees for availing the Package Services and/or the Delivery Services at the end of the completion of such services, as may be displayed to You on the Platform. You cannot initiate another Package Services and/or the Delivery Services until You have paid for the previously completed such Package Services and/or the Delivery Services.
7. The customer will be required to indicate the accurate address for the delivery of the parcel/good and also an accurate return address in case the parcel/good cannot be delivered for any reason whatsoever at the delivery address.
8. It is clarified that the transit will commence from the moment the parcel/good is securely handed over to the Riders by the customer till the moment the Riders arrives at the delivery address or as near to the indicated delivery address as may be possible.
9. In the event the Riders is not able to deliver the parcel/good at the indicated address for any reason whatsoever then the Company shall not be liable for any damages arising to the parcel/goods while delivering the parcel/goods at the return address as provided by the customer.

4. LIABILITY

1. The information, recommendations provided to you on or through the website for general information purposes only and does not constitute advice.
2. The Company will reasonably keep the Website and its contents correct and up to date but does not guarantee that the Website are free of errors, defects,

- malware and viruses or that the Website are correct, up to date and accurate. The Company shall not be liable for any damage arising from the same.
3. The Company shall further not be liable for damages resulting from the use of or the inability to use the website, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.
 4. The quality of the Services requested through the use of the Platform is entirely the responsibility of the Riders who ultimately provides such Services to you and the Company is not liable for the same. However, any complaints about the Services provided by the Riders should be submitted to the Company by an email as notified from time to time.
 5. The Company shall not in anyway be responsible for any claims raised by You in respect of the products/goods ordered by you in respect of the Delivery Services shall be at your own risk and the payment shall be settled directly between you and the Riders. Donkey cargo does not assume any responsibility or liability whatsoever for any damage/deficiency or loss of the products/goods.

5. INTELLECTUAL PROPERTY RIGHTS

1. The Company is the sole owner and lawful licensee of all the rights to the web site, Platform or any other digital media and its contents. The content means its design, layout, text, images, graphics, sounds, video, etc. the website, Platform or any other digital media content embody trade secrets and intellectual property rights protected under worldwide copyright and other laws. All titles, ownership and intellectual property rights in the website and its content shall remain with the Company, its affiliates, agents, authorized representatives or licensor's as the case may be.
2. All rights not otherwise claimed under this Terms of Use or by the Company are hereby reserved. The information contained in this Platform and/or website is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use.
3. The Company does not represent or endorse the accuracy or reliability of any information or advertisement contained on, distributed through, or linked, downloaded or accessed from any of the services contained on this website or Platform, or the quality of any products, information or other materials displayed, or obtained by you as a result of any product, information or other materials displayed, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the service.
4. Logos are registered trademarks or service marks or word marks of the Company in various jurisdictions and are protected under applicable copyrights, trademarks and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.
5. All the contents on this website and/or Platform is copyright of the Company except the third party content and link to third party website on our website and/or Platform.
6. You shall not do the following:
 1. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform in any way;
 2. modify or make derivative works based upon the Platform;

3. create Internet "links" or "frame" or "mirror" any Website on any other server or wireless or Internet-based device.
4. Reverse engineer or access the Platform in order to:
 1. design or build a competitive product or service,
 2. design or build a product using similar ideas, features, functions or graphics of the Platform, or
 3. copy any ideas, features, functions or graphics of the Platform, or
 4. launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Platform.

6. THIRD-PARTY LINKS

1. During the use of the website, links to websites that are owned and controlled by third parties may be provided from time to time in order to enter into correspondence with, purchase goods or services from, participate in promotions of third parties. These links take you off the website, the Website and are beyond the Company's control.
2. During use of the website and the Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party Riders, advertisers or sponsors showing their goods and/or services through a link on the website or through the Website or Service. These links take you off the website, the Website and the Service and are beyond the Company's control. You therefore visit or access these websites entirely at your own risk.
3. Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or privacy policies on those websites prior to using them.

7. TERM AND TERMINATION

1. The contract between the Company and you is concluded for an indefinite period. You are entitled to terminate the Contract at all times by permanent deletion of the Platform installed on your mobile device, tablet or any electronic device capable of using the Platform thus disabling the use by you of the Platform and the Service.
2. The Company is entitled to terminate the contract at all times and with immediate effect (by disabling your use of the Website and the Service) if you: (a) violate or breach any term of these Terms of Use, or (b) in the opinion of the Company, misuse of the Platform or the Service.
3. The Company is not obliged to give notice of the termination of the contract in advance. After termination the Company will give notice thereof in accordance with these Terms of Use.
4. Neither party hereto shall 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 be caused by, among other things, strikes, lock-out, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences.

8. INDEMNITY

You will indemnify and hold the Company harmless, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of these Terms of Use by you.

9. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

1. These Terms of Use shall 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 10.3, the Parties hereby submit to the exclusive jurisdiction of the courts of Bangalore, India.
3. All disputes arising out of or in relation to these Terms of Use shall 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 first initiation of the dispute by one Party to other, the Parties shall resolve the dispute by means of arbitration pursuant to the Arbitration and Conciliation Act, 1996.
4. The arbitration proceedings shall be conducted by an arbitral tribunal comprising of 1 (one) arbitrator mutually appointed by you and the Company.
5. The arbitration proceedings shall be conducted in English language only and the seat for arbitration shall be Bangalore, India.
6. The award of the arbitral tribunal shall be final and binding.

10. ASSIGNMENT

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

11. AMENDMENT

These Terms of Use may be amended from time to time and as and when required, at the discretion of the Company.

12. SEVERABILITY

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

13. NOTICES

The Company may give notice by means of a general notice on the Website, 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 your address on record in Company's account information.