

#### Road Pilot Technologies Pvt Ltd to assist Lucknow Police / Statutory Investigation Agency

Road Pilot Technologies Pvt Ltd will endeavour to provide all possible assistance to the Lucknow Police (Cyber Crime Investigation Cell) or any other statutory investigation agency to tackle fraudulent users of Road Pilot Technologies Pvt Ltd, on being specifically instructed by the said authorities to do so.

To report fraud or misuse, [write to us](#) giving full details of your case.

Welcome to Road Pilot Technologies Pvt Ltd, your personal Logistic intelligence platform. This Agreement sets out the legally binding terms for your use of the Site and membership. This Agreement may be modified by Road Pilot Technologies Pvt Ltd from time to time. The membership and rights of admissions are reserved.

This Terms of Use is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

Road Pilot Technologies Pvt Ltd is an advertising platform providing targeted advertising services for Logistic intelligence and replaces the traditional newspaper classified. The Site is for the personal use of individual members to advertise and promote their profiles for the purpose of finding relevant Truck driver, Truck owners, Truck mechanics and Dhabha's and cannot be used in connection with any commercial endeavors.

The Site is a serious Logistic intelligence platform to seek a Truck driver, Truck owners, Truck mechanics and Dhabha's.

Access to the Road Pilot Technologies Pvt Ltd website/mobile APP is free. However, we offer Premium Memberships wherein one can promote his Profile on various Road Pilot Technologies Pvt Ltd properties.

#### 1. **Acceptance of Terms of Use Agreement.**

In order to use the Road Pilot Technologies Pvt Ltd Service you must register as a member on the Website/ mobile applications ("Site"). Road Pilot Technologies Pvt Ltd is intermediary as defined under sub-clause (w) of Section 2 of the Information Technology Act, 2000. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Site and to become a "Member." For purposes of this Agreement, the term "Member" means a person who voluntarily submits information to the Site whether such person uses the Service as a free member or a paid member.

By using the Site, you agree to be bound by these Terms of Use ("Agreement"). If you wish to become a Member and promote/ advertise your profile to other Members and make use of the Road Pilot Technologies Pvt Ltd service ("Service"), read these Terms of Use and follow the instructions in the registration process. By using the Service, you consent to submit your personal identifiable information, to collect, process, display and use the said information to provide the Service.

To withdraw this consent, you must discontinue using our Service and delete your account.

#### 2. **Eligibility.**

1. To register as a member of Road Pilot Technologies Pvt Ltd or use this Site, you must be legally competent and of legal age to work as per the laws of India (currently, 18 years or over ).
2. The Road Pilot Technologies Pvt Ltd site is only to facilitate personal advertisement for lawful employment between persons who are legally competent to enter into adolescent under the laws to which they are subject. Membership in the Service is void where prohibited.
3. By using this Site, you represent and warrant that you have the right, consent, authority, and legal capacity to enter into this Agreement; submit relevant information to us; and that you are not prohibited or prevented by any applicable law for the time being in force or any order or decree or injunction from any court, tribunal or any such competent authority restraining you from entering into matrimony.
4. You further confirm that you, intent to seek a Truck driver, Truck owners, Truck mechanics and Dhabha's and that you shall not use this site for illegal activities. You also agree to abide by all of the terms and conditions of this Agreement. If at any time Road Pilot Technologies Pvt Ltd is of the opinion (in its sole discretion) or has any reason to believe that you are not eligible to become a member or that you have made any misrepresentation, Road Pilot Technologies Pvt Ltd reserves the right to forthwith terminate your membership and / or your right to use the Service without any refund to you of any of your unutilized subscription fee.

#### 3. **Account Security.**

You are responsible for maintaining the confidentiality of your login credentials you designate during the registration process, and you are solely responsible for all activities that occur under your account. You agree to immediately notify us of any disclosure or unauthorized use of your account or any other breach of security, and ensure that you log out from your account at the end of each session.

**4. Term and Termination.**

0. This Agreement will be effective, valid and subsisting as long as you use our Site.
1. You may terminate your membership at any time, for any reason by writing to Road Pilot Technologies Pvt Ltd. In the event you terminate your membership, you will not be entitled to a refund of any unutilized subscription fees, if any, paid by you, except where otherwise guaranteed in writing.
2. Road Pilot Technologies Pvt Ltd may terminate your access to the Site and/or your membership for any reason including but not limited to breach of the terms of use, using the service for commercial purpose, engaging in prohibited or inappropriate communication or activity, by sending notice to you at the email address/postal address as provided by you in your application for membership or such other email address as you may later provide to Road Pilot Technologies Pvt Ltd. If Road Pilot Technologies Pvt Ltd terminates your membership for breach of terms of this Agreement, you will not be entitled to any refund of any Subscription fees, if any, paid by you.
3. Certain provisions of this Agreement including sections 4, 5, 6, 7 and sections 9 to 16, of this Agreement shall remain effective even on termination.
4. Term for the paid Membership would be in accordance with the type of membership undertaken.
5. In the event of business discontinuity, the Company shall refund 50% of the unused membership fees paid by you.

**5. Non-Commercial Use by Members.**

The Site is for the personal use of individual members to advertise and promote their profiles for the purpose of generating accepts from relevant Truck driver, Truck owners, Truck mechanics and Dhabha's and cannot be used in connection with any commercial endeavors. This includes providing links to other web sites, whether deemed competitive to Road Pilot Technologies Pvt Ltd or otherwise. Organizations, companies, and/or businesses cannot become Members of Road Pilot Technologies Pvt Ltd and should not use the Road Pilot Technologies Pvt Ltd Service or Site for any purpose. Illegal and/or unauthorized uses of the Site, including unauthorized framing of or linking to the Site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

**6. Other Terms of Use for Members.**

0. Road Pilot Technologies Pvt Ltd reserves the right in its sole discretion to review the activity and status of each account and block access to the member based on such review.
1. Road Pilot Technologies Pvt Ltd reserve the right at its sole discretion to restrict/suspend your free access to its website based on review of the member's activity, status or any such criteria Road Pilot Technologies Pvt Ltd may deems fit and proper with due intimation to you.
2. You hereby confirm that as on date of this registration, you do not have any objection to receive emails, SMS/WhatsApp messages and calls from Road Pilot Technologies Pvt Ltd and members of Road Pilot Technologies Pvt Ltd as long as you are a registered member of Road Pilot Technologies Pvt Ltd including SMS permission for authenticating mobile verification wand transactions via OTP, sent by the Payment Gateway. This consent shall supersede any preferences set by you with or registration done with the Do Not Disturb (DND Register)/ National Customer Preference Register (NCPR). This consent extends to emails, messages or calls relating but not limited to phone number verification, the provision of Logistic intelligence advertising service, Logistic intelligence enquiries and promotions.
3. Multiple profiles of the same person are not allowed on our Site. Road Pilot Technologies Pvt Ltd reserves the right to deactivate all multiple profiles without any refund of subscription fees.
4. You confirm that the Content, information including the personal information provided by you is correct and accurate.
5. You are strongly advised to submit copy of your Driving License, Passport or any other Government issued identity and add a trust badge to your profile.

6. Except for the purpose of promoting/advertising your profile for Logistic intelligence purposes, you cannot engage in advertising to, or solicitation of, other Members to buy or sell any products or services through the Service.
7. You will not transmit any chain letters or junk email to other Road Pilot Technologies Pvt Ltd Members. Although Road Pilot Technologies Pvt Ltd cannot monitor the conduct of its Members off the Road Pilot Technologies Pvt Ltd Site, it is also a violation of these rules to use any information obtained from other members in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent.
8. Road Pilot Technologies Pvt Ltd reserves the right to take appropriate steps to protect Road Pilot Technologies Pvt Ltd and/or its Members from any abuse/misuse as it deems appropriate in its sole discretion.
9. You cannot use any automated processes, including IRC Bots, EXE's, CGI or any other programs/scripts to view content on or communicate / contact / respond / interact with Road Pilot Technologies Pvt Ltd and/or its members.
10. Road Pilot Technologies Pvt Ltd reserves the right to screen communications/advertisements that you may send to other Member(s) and also regulate the same by deleting unwarranted/obscene communications/advertisements at any time at its sole discretion without prior notice to any Member.
11. Road Pilot Technologies Pvt Ltd Members are expected to exercise simple precautions for their privacy and safety. A suggestive guideline of such precautions is enlisted under security tips "[Be Safe Online](#)". By becoming a Member you hereby agree to read, abide and adhere to the said Tips.
12. Road Pilot Technologies Pvt Ltd Members who subscribe to the Road Pilot Technologies Pvt Ltd Select Service hereby, unconditionally and irrevocably confirm that you have read terms and conditions and agree to abide by them.
7. **Proprietary Rights in the Content on Road Pilot Technologies Pvt Ltd**

Road Pilot Technologies Pvt Ltd owns and retains all proprietary rights in the Road Pilot Technologies Pvt Ltd Site and the Road Pilot Technologies Pvt Ltd Service. The Site contains the copyrighted material, trademarks, and other proprietary information of Road Pilot Technologies Pvt Ltd, and its licensors. Except for that information which is in the public domain such as member profile or for which permission has been obtained from the user, you cannot copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. Any such act or an attempted act on your part shall constitute a violation of this Agreement and your membership is liable to be terminated forthwith by Road Pilot Technologies Pvt Ltd without refund of any of your unused Subscription fees. Road Pilot Technologies Pvt Ltd reserves right to take legal action (civil and/or criminal) wherever applicable for any violations.
8. **Content Posted on the Site.**
  0. You understand and agree that Road Pilot Technologies Pvt Ltd may delete any listing, content, communication, photos or profiles (collectively, "Content") that in the sole judgment of Road Pilot Technologies Pvt Ltd violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of either Road Pilot Technologies Pvt Ltd and/or its Members.
  1. With respect to Content you submit or make available for inclusion on publicly accessible areas of the Site including but not limited to your contact details, you hereby unconditionally and irrevocably grant to Road Pilot Technologies Pvt Ltd the consent and license to use, store, distribute, reproduce, prepare derivative works of, modify, adapt, publicly perform and publicly display such Content on the Site and to the members of Road Pilot Technologies Pvt Ltd community site(s) from time to time.
  2. By submitting your success story you hereby expressly authorize Road Pilot Technologies Pvt Ltd to use, publish, display your photographs and testimony on the Site.
  3. You understand and hereby agree that all information, data, text, photographs, graphics, communications, tags, or other Content whether publicly posted or privately transmitted or otherwise made available to Road Pilot Technologies Pvt Ltd are the sole responsibility of the person from whom such Content originated and shall be at the member's/person's sole risks and consequences. This means that you (and not Road Pilot Technologies Pvt Ltd) are solely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Road Pilot Technologies Pvt Ltd does not control the Content posted via the Service and, as such, does not guarantee the

accuracy, integrity or quality of such Content. We advise all User/s to independently verify the content /information posted by the other members before acting upon the same and under no circumstances will Road Pilot Technologies Pvt Ltd be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

4. Road Pilot Technologies Pvt Ltd reserves the right to verify the authenticity of Content posted on the Site. In exercising this right, Road Pilot Technologies Pvt Ltd may ask you to provide any documentary or other form of evidence supporting the Content you post on the Site. If you fail to produce such evidence to the satisfaction of Road Pilot Technologies Pvt Ltd, Road Pilot Technologies Pvt Ltd may, in its sole discretion, terminate your Membership without a refund.
5. The following is an indicative list of the kind of Content that is illegal or prohibited on the Site. Road Pilot Technologies Pvt Ltd will investigate and take appropriate legal action in its sole discretion against anyone who violates this Agreement, including without limitation, removing the offending communication/Content from the Service and terminating the Membership of such violators without a refund. Illegal and prohibitive Content includes Content which:
  1. is blatantly offensive to the community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  2. harasses or advocates harassment of another person;
  3. involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
  4. promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
  5. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
  6. contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
  7. displays pornographic or sexually explicit material of any kind;
  8. provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
  9. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  10. solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
  11. engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes
6. You must use the Road Pilot Technologies Pvt Ltd Service in a manner consistent with any and all applicable local, state, and federal laws, rules and regulations.
7. You cannot include in your Member profile, visible to other members, any telephone numbers, street addresses, URL's, and email addresses.
9. **Copyright Policy.**

You cannot post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

Without limiting the foregoing, if you believe that your work has been copied and posted on the Road Pilot Technologies Pvt Ltd service in a way that constitutes copyright infringement, please provide us with the following information:

0. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
  1. a description of the copyrighted work that you claim has been infringed;
  2. a description of where the material that you claim is infringing is located on the Site;
  3. your address, telephone number, and email address;
  4. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

5. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Notice of claims of copyright infringement can be sent to us in writing to the Lucknow address located under the Help/Contact section on the site.

**10. Your Interaction with other Members & Member Disputes.**

You are solely responsible for your advertisement/communications with other Road Pilot Technologies Pvt Ltd Members. Road Pilot Technologies Pvt Ltd reserves the right, but has no obligation, to monitor disputes between you and other Members. Road Pilot Technologies Pvt Ltd also reserves the right to take appropriate action against errant members. However, Road Pilot Technologies Pvt Ltd is not obliged to share such action with other members, including complainants. Road Pilot Technologies Pvt Ltd expressly disclaims any responsibility or liability for any transactions or interactions between the members inter-se.

**11. Contributions towards COVID-19 - Mission Immunity**

0. Your contribution towards COVID-19 shall be utilized for those who affected by COVID-19.
1. Road Pilot Technologies Pvt Ltd is only facilitating the transactions on [www.Road Pilot Technologies Pvt Ltd](http://www.RoadPilotTechnologiesPvtLtd) for collecting the contribution towards COVID-19.
2. Road Pilot Technologies Pvt Ltd shall not be responsible for the end use of the amounts being contributed.
3. For any reason if the Road Pilot Technologies Pvt Ltd agrees to refund the amount paid for subscription, in such an event the amount contributed to covidcares shall not be liable for refund.

**12. Privacy.**

Use of the Road Pilot Technologies Pvt Ltd Site and/or the Road Pilot Technologies Pvt Ltd Service is governed by our [Privacy Policy](#) and follow guidelines to protect your privacy.

**13. Disclaimers.**

0. Road Pilot Technologies Pvt Ltd is not responsible for any incorrect or inaccurate Content/listing posted on the Site or in connection with the Road Pilot Technologies Pvt Ltd Service, whether caused by Users, Members or by any of the equipment or programming associated with or utilized in the Service, nor for the conduct of any User and/or Member of the Road Pilot Technologies Pvt Ltd Service whether online or offline.
1. Road Pilot Technologies Pvt Ltd assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User and/or Member communications or any communications by Road Pilot Technologies Pvt Ltd to its Members.
2. Road Pilot Technologies Pvt Ltd is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to Users and/or Members or to any other person's computer related to or resulting and/or in connection with the Road Pilot Technologies Pvt Ltd Service.
3. Under no circumstances will Road Pilot Technologies Pvt Ltd be responsible for any loss or damage resulting from anyone's use of the Site or the Service and/or any Content posted on the Road Pilot Technologies Pvt Ltd Site or transmitted to Road Pilot Technologies Pvt Ltd Members. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other Members.
4. The exchange of Logistic intelligence profile(s) through or by "Road Pilot Technologies Pvt Ltd" is not a offer and/or recommendation from/by Road Pilot Technologies Pvt Ltd. Road Pilot Technologies Pvt Ltd shall not be responsible for any loss or damage to any individual arising out of, or subsequent to, any relations established pursuant to the use of Road Pilot Technologies Pvt Ltd service.
5. The Site and the Service are provided "AS-IS" and Road Pilot Technologies Pvt Ltd expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Road Pilot Technologies Pvt Ltd cannot guarantee and does not promise any specific results from use of the Site and/or the Road Pilot Technologies Pvt Ltd Service. You understand that Road Pilot Technologies Pvt Ltd makes



no guarantees, either express or implied, regarding compatibility with individuals you meet through the Service.

6. Road Pilot Technologies Pvt Ltd expressly disclaims any liability or responsibility whatsoever and howsoever arising as a result of any Content/listing posted on the Site / made available to Road Pilot Technologies Pvt Ltd by any Members or the users of the Site or any third party.
7. Road Pilot Technologies Pvt Ltd does not assume any responsibility or liability for any illegal Content posted on the Site by any Members, users or any third party.
8. All liability, whether civil or criminal arising out of any Content that is Posted on the Site will be of that Member / user / third party who has Posted such Content and Road Pilot Technologies Pvt Ltd reserves its right to claim damages from such Member/ user / third party that it may suffer as a result of such Content Posted on the Site. Road Pilot Technologies Pvt Ltd does not claim ownership of Content you submit or make available for inclusion on the Service.

**14. Limitation on Liability.**

In no event will Road Pilot Technologies Pvt Ltd be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Site or the Road Pilot Technologies Pvt Ltd Service, even if Road Pilot Technologies Pvt Ltd has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Road Pilot Technologies Pvt Ltd's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Road Pilot Technologies Pvt Ltd, for the Service during the term of membership.

**15. Jurisdiction.**

If there is any dispute about or involving the Site and/or the Service, by using the Site, you unconditionally agree that all such disputes and/or differences will be governed by the laws of India and shall be subject to the exclusive jurisdiction of the Competent Courts in Lucknow, India only.

**16. Indemnity.**

You agree to indemnify and hold Road Pilot Technologies Pvt Ltd, its subsidiaries, affiliates, officers, agents, and other partners and employees, fully indemnified and harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or any fraudulent act on your part.

**17. Other.**

0. By becoming a Member of the Road Pilot Technologies Pvt Ltd service, you agree to receive certain specific email from Road Pilot Technologies Pvt Ltd and/or its group sites. You can unsubscribe at any time for any reason quickly and easily by clicking on the Delete link enclosed in the App. This Agreement, accepted upon use of the Site and further affirmed by becoming a Member of the Road Pilot Technologies Pvt Ltd service, contains the entire agreement between you and Road Pilot Technologies Pvt Ltd regarding the use of the Site and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. By becoming a member of Road Pilot Technologies Pvt Ltd and/or using the Services of the Site, you unconditionally and irrevocably confirm that you have read and understood the above provisions and agree to abide by them. If you are not agreeing to any of the above terms and conditions please refrain yourself from registering on the Site.

This Agreement is an electronic document in terms of the Information Technology Act, 2000 and Rules there under pertaining to electronic records as applicable and amended. This electronic record is generated by a computer system and does not require any physical or digital signatures.