

EMIZA SUPPLY CHAIN SERVICES PRIVATE LIMITED

CANCELLATION AND REFUND POLICY

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Capitalized terms not defined in this Policy shall have the meaning ascribed to them in the [Terms of Use](#) of the Company.

1. INTRODUCTION

- a. **Emiza Supply Chain Services Private Limited, (“Company”)** is a company duly incorporated under the provisions of the Indian Companies Act, 2013, which provides various logistics, supply chain & technology related services / platforms under the brand name “**Emiza**”.
- b. This cancellation and refund policy (hereinafter referred to as the “**Policy**”) states the terms and conditions with respect to the cancellation and refund by/to the User in relation to the Services.
- c. This Policy shall form an integral part of the [Terms of Use](#) of the Company and shall be read in unison with the [Terms of Use](#).
- d. This Policy gives a broad outline wherein the Company provides the option for cancellation and the right to refund to the User in relation to the Services availed.

2. CANCELLATION AND REFUND OF THE SHIPMENT

The following events have been provided below wherein the User has the right to cancel and/or avail refund in respect of the Services:

- a. User agrees and acknowledges that unless stated otherwise, User is entitled to cancel the Services at any time from the User Panel before either the order is processed from Emiza’s warehouses (i.e. invoice for the order is generated in the warehouse), and / or the Shipment is pick up by the executive of the courier and cargo delivery services company. Upon such cancellation, the refund shall be credited by the Company in the form of a credit note (as per the terms of liability clause in the [Terms of Service](#)) to the Users Emiza Credit Account, within 10 (ten) working days.

Provided however that the User shall not be entitled to cancel the Services, in the event the order has been processed by Emiza’s warehouse and / or the courier or cargo delivery services company’s executive has picked the Shipment from the Emiza’s warehouse / User’s location.

- b. User agrees and acknowledges that after the order is processed for dispatch at Emiza’s warehouse (i.e. invoice for the order is generated in the warehouse) and / or the Shipment has been handed over by the Emiza’s warehouse / the User to the courier or

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cargo delivery services company's executive, the User cannot cancel the Services and is not entitled to any refund by the Company.

- c. In the event the Shipment received by Emiza's warehouse / the User, has arrived in a damaged condition during the transit of such Shipment, the Company shall conduct an investigation and if the damaged is attributable to the actions of the Company / the courier or cargo delivery services company, the Company shall initiate the refund to the User in the form of a credit note (as per the terms of liability clause in the [Terms of Service](#)) to the User's Emiza Credit Account, within 30 (thirty) working days.
- d. In the event the Shipment received by Consignee (User's recipient) has been delivered in a damaged condition, the Company shall investigate if the Consignee has mentioned a remark of damage to outer layer of packaging on the courier or cargo delivery services company's Proof of Delivery ("POD") sheet. If the Consignee has not mentioned any remark, the Shipment delivery shall be termed as delivered in clean POD without any liability / refund to/by Emiza / the courier or cargo delivery services company.
- e. User agrees and acknowledges that there shall be no refund provided towards damage to Shipments that are liquid, fragile and perishable items, irrespective of knowledge to Emiza and / or the courier or cargo delivery services company.
- f. In the event the courier or cargo delivery services company has declared a Shipment as lost in transit, the Company shall initiate a refund to the User in the form of a credit note (as per the terms of liability clause in [Term of Service](#)) to the User's Emiza Credit Account, within 30 (thirty) working days.
- g. In the event the Shipment received by Consignee (User's recipient) has been delivered in a condition where few products within the Shipment package is missing, the Company shall investigate if the Consignee has mentioned a remark of suspected tampering of packaging on the courier or cargo delivery services company's POD sheet. If the Consignee has not mentioned any remark, the Shipment delivery shall be termed as delivered in clean POD without any liability / refund to/by Emiza / the courier or cargo delivery services company.
- h. There shall be no refund towards chargeable weight of Shipment levied by courier or cargo delivery services company that is higher than chargeable weight of Shipment shared by the User at the time of Shipment manifestation.
- i. In case of claims pertaining to lost / approved short claim, if the claim amount is already credited to the User on account of incorrect status of the Shipment, the same shall be refunded by the User (by way of deduction from User's Emiza Credit Account, future COD Amounts or otherwise) in case the concerned Shipment has been traced and delivered/RTO delivered to Emiza's warehouse / the User.

3. MISCELLANEOUS

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- a. In the event the User is a company/enterprise /firm/partnership/body corporate, the User is required to maintain an Emiza Credit Account, which shall maintain such amount as agreed between the User and the Company.
- b. In the event the User is eligible for a refund as per this Policy and the payment for Services has been made through a payment gateway by the User, then the realization of refund shall be as per the payment gateway's refund policy and the Company shall not be liable in the event of any delay.
- c. Wherever Emiza issues a credit note to the User in case of any adjustment in the invoice value, the User shall adjust its input tax credit within the month in which the discrepancy is communicated by Emiza to the User. If the same is not rectified by the User which results into additional levy / liability for Emiza, the tax and interest amount will be recovered from the User.
- d. In the event the User disputes any payment, where the transaction has been made through a payment gateway with respect to any Services, the refund, if any approved, shall be as per the agreement between the Company and the payment gateway.
- e. The User can request Emiza to refund the credit balance of their Emiza Credit Account. Any such refund request shall be subject to refund being made to the original source/mode of payment, standard time taken to process such refund and mandatorily providing of necessary KYC documents by the User to process the refund. Further, Emiza reserves a right to: (i) deny any request to refund the credit balance to a source being different from the original source/mode of payment; (ii) levy a surcharge (as per its sole discretion) to refund the credit balance to a source being different from the original source/mode of payment; and/or (iii) levy appropriate damages/charges (as per its sole discretion) in case Emiza is of the opinion that the Emiza Credit Account is being/has been used by the User for any unscrupulous/illegal activities or for purposes other than for payment to Emiza.
- f. Emiza Services with respect to a User, shall stay active till 10 (ten) days from the date of the last unpaid invoice. The User shall be charged for the period for which the invoice has been raised. The User must request termination before the next billing cycle starts and / or the next invoice, is generated, or the cancellation request does not count. There is no pro-rated refund of remaining service period in the current billing cycle.
- g. If the User has any queries regarding: (i) this Policy; and/or (ii) the cancellation and refund mechanism, User may contact the Company at legal@emizainc.com.
- h. The User may cancel their User Account at any time by emailing the Company at: legal@emizainc.com.
- i. Once the User Account is cancelled, all content of the User will be immediately deleted from the Service. Since deletion of all data is final, the User is required to be rest assured and satisfied that the User does in fact want to cancel the User Account before doing so.

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- j. If the User cancels the Service in the middle of the month, the User will receive one final invoice via email. Once the invoice has been paid, the User will not be charged again.
- k. Emiza reserves the right to modify or terminate Emiza Services for any reason, without notice at any time.
- l. No refunds are offered towards: (i) cancellation of Emiza's Service plan in the middle of a month, (ii) set-up Cost, (iii) annual or semi-annual or quarterly or monthly subscription cost.
- m. Company may update this Policy from time to time and shall notify the User regarding the Policy as well as any such changes periodically. These changes will become effective immediately on posting. Company shall not be liable for any failure or negligence on User's part to review the updated Policy before availing the Services. User's continued access to the Website/Mobile App, following changes to this Policy, will constitute User's acceptance of those changes.