

MERCHANT AGREEMENT | TERMS & CONDITIONS | TERMS OF USE | TERMS OF SERVICE

EMIZA PLATFORM AND LOGISTICS MANAGEMENT SOLUTION

This **Merchant Agreement** (“**Agreement**” or “**Terms & Conditions**” or “**Terms of Use**” or “**Terms of Service**”) is between you company / individual / enterprise / firm / partnership / body corporate), together with any company or other business entity you are representing, if any, (hereinafter collectively referred as “**Merchant**” or “**you**” or “**your**” or “**User**” or “**Shipper**”); and **Emiza Supply Chain Services Private Limited**, a company registered under **The Companies Act, 2013**, having its registered office at 120, 1st Floor, Damji Shamji Industrial Complex, 9, LBS Marg, Kurla West, Mumbai – 400070 and corporate office at 303, 3rd Floor, Neelkanth Corporate Park, Vidyavihar West, Mumbai 400086, including any of its current or future subsidiaries or joint ventures or majority holding businesses together collectively offering ‘**Logistics Management Services**’, collectively referred under the name ‘**Emiza**’ (hereinafter referred to as “**we**” or “**Emiza**” or “**Emiza™**” or “**Company**”, and together with the User referred jointly as the “**Parties**” and individually as a “**Party**”).

1. USER ACCOUNT USAGE & TERMS

- 1.1. This Agreement is a master agreement which governs the relationship between the Parties in relation to one or more Services that are offered by Emiza to the User, inter-alia as per the terms and specifications mentioned in **Annexure-A** (“**Emiza Service Specifications**” or “**Service Level Agreement**”). Emiza authorizes the User to view and access the content available on the Website/Mobile App solely for ordering, receiving, delivering and communicating as per this Agreement. The contents in relation to the Services, including but not limited to, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement, and assembly of content on the Website and Mobile App (collectively, “**Emiza Content**”), are the property of Emiza and are protected under copyright, trademark, and other applicable laws. User shall not modify the Emiza Content or reproduce, display, publicly perform, distribute, or otherwise use the Emiza Content in any manner, without the prior written consent of Emiza.
- 1.2. The Merchant agrees that the Merchant and all the Users invited / added by the Merchants to the Emiza Account (or “**User Account**” or “**Merchant Account**” or “**User Panel**” or “**Merchant Panel**” or “**Your Account**” or “**Your Panel**” or “**Shipper Account**” or “**Shipper Panel**”) are 18 years or older to use the Merchant Account and Service.
- 1.3. The Merchant agrees to provide full legal name of the company, current registered address, current correspondence address, valid email address for all communication with the company, and any other information needed to complete the sign-up process.
- 1.4. The Merchant agrees to provide and ensure all Users invited / added by the Merchants to Emiza Account provide their full legal name, valid email address, valid cellular (mobile) number (Either Personal Mobile Number linked to Aadhar or Business Number issued by the Merchant), current GSTN registered business address, correct & authorized (Image Trademark / Copyright owned by the Merchant or License Letter sought from the owner of the product or Free Service image) product details & images, correct packaging details and locations, legal trademark name, valid & legal trademark logo and / or any other information needed in order to complete the account configuration process and operations.
- 1.5. The Merchant may not use Emiza™ service for any illegal or unauthorized purpose nor may the Merchant, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of India.
- 1.6. The Merchant is responsible & liable for all activity and content (data, graphics, photos, links) that is uploaded within their Merchant Account.
- 1.7. The Merchant must not transmit any worms or viruses or any code of a destructive nature and/or disruptive nature.
- 1.8. Any breach or violation of any of the Account Terms, as determined by Emiza in its sole discretion will result in an immediate termination of the services under this Agreement.
- 1.9. User shall not transfer or share (including by way of sublicense, lease, assignment, distribute, exchange or other transfer, including by operation of law) their log-in or right to use the Service to any third party and/or frame, scrap, hack, data-mine, extract, collect, copy, adapt, modify any content or material from the website, including but not limited to any data, search results, text, images, audio, video or links for any business, commercial or public purpose. The User shall be solely responsible for the way anyone you have authorized to use the Services and for ensuring that all such users comply with all the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any such user shall be deemed to be a violation thereof by you, towards which Emiza shall have no liability or responsibility.
- 1.10. User agrees not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Emiza™.

- 1.11. The User should not mirror any material contained on this Website or the sites of its Service Provider or their associates or affiliates. Emiza or its associates or affiliates shall take recourse through law and equity for damages arising out any such activity listed. Emiza grants you a non-exclusive, non-transferable, limited right to enter, view, use and transact on this Website. The User agrees not to interrupt or attempt to interrupt the operation of this Website in any way or access certain areas of the Website which may only be available to registered members. To become a registered member, you may be required to answer certain questions and provide certain details. Answers to such questions and details is mandatory.
- 1.12. The User represent and warrant that all information you supply to us, about yourself, and others, is true and accurate.
- 1.13. The User understand that except for information relating to Services being offered by a third party on the Website, we do not operate, control, or endorse any information, products or services provided by the third parties on the Website in anyway.
- 1.14. Emiza has taken all reasonable steps to ensure the accuracy of the information on this website. However, we can give no guarantee or warranty regarding the accuracy or completeness of the content of this website. Hence, we accept no liability for any losses or damages (whether direct, indirect, special, consequential, or otherwise) arising out of errors or omissions contained in this website. Emiza reserves the right to update, add, amend, remove, replace, or change any part of the website content, User Account Panel, including but not limited to functionality and navigation at any time without prior notice. Emiza shall not be liable for distortion of data arising from any technical fault including transmission errors, technical defects, interruptions, third party intervention or viruses.
- 1.15. The User also understand and accept that Emiza cannot and does not guarantee or warrant that (a) the website shall be available or accessible on an uninterrupted basis, (b) files available for downloading through the Website will be free of viruses, worms or other code that may be damaging, (c) the website would be safe from any hacking or spam attack or the contents of the website is changed by unauthorized third parties, (d) the data is 100% secure from any loss or computer viruses, trojan attacks, etc. The User agrees that Emiza shall not be liable for any losses, costs or damages incurred by the User arising due to the website and the User assumes all risk pertaining to the access and use of the website.
- 1.16. The User is responsible for implementing procedures to satisfy their requirements and for accuracy of data input and output.
- 1.17. The User agrees and accept that Emiza may add, change, discontinue, remove, or suspend any other Content or services posted on this Website, including features of services described or depicted on the Website, temporarily or permanently, at any time, without notice and without liability.
- 1.18. Multiple users are not permitted to share the same/single log-in. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any log-in you use to access the Services.
- 1.19. You agree that any information you give to Emiza will always be true, accurate, correct, complete and up to date to the best of your knowledge. Any phone number used to register with the Service be either registered in the Users name and shall be linked to the Users Aadhar or shall be a business number owned by the Merchant and issued to the User and you might be asked to provide supporting documents to prove the same.
- 1.20. You agree that you will not use the Services provided by Emiza for any unauthorized and unlawful purpose. You will not impersonate another person to any of the aforesaid.
- 1.21. You agree to use the Services only for purposes that are permitted by: (a) the terms of usage as outlined herein; and (b) any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of goods, data, or software to and from India or other relevant countries).
- 1.22. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Emiza, unless you have been specifically allowed to do so in a separate agreement with Emiza.
- 1.23. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 1.24. You agree that Emiza reserves the right to modify or terminate any Service for any reason, without notice at any time.
- 1.25. You agree that Emiza reserves the right to refuse service to anyone for any reason at any time.
- 1.26. You agree that you are solely responsible for (and that Emiza has no responsibility to you or to any third party for) any breach of your obligations as per the Terms under this Agreement, supporting Annexures and Commercials shared by Emiza and for the consequences (including any loss or damage which Emiza may suffer) of any such breach.
- 1.27. You expressly acknowledge and agree that your use of the Services is at your sole risk and that the Services are provided **"as is"** and **"as available"** basis without any warranty or condition, express, implied, or statutory, and Emiza at its discretion, will provide any customization or modification and communicate any changes or updates to help the

Merchant with reasonable timeframe to make changes to their process. Any exceptional cases where changes would be made effective immediately, will be communicated to the registered ID.

- 1.28. Emiza™ does not warrant that the service will be uninterrupted, timely, secure, or error-free.
- 1.29. Emiza™ does not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- 1.30. You understand that your content (hereinafter referred to as “**Merchant Content**”) (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 1.31. We may, but have no obligation to, remove Merchant Content and Accounts containing Merchant Content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party’s intellectual property or these Terms of Service and are not liable or responsible for such content associated to any User.
- 1.32. Emiza™ does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.
- 1.33. You expressly understand and agree that Emiza™ shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting from the use of or inability to use the service.
- 1.34. In no event shall Emiza™ or our suppliers be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with our site, our services, or this agreement (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Emiza™ partners, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
- 1.35. Technical support is only provided to paid & subscribed account holders and is only available via email and if agreed upon earlier via phone and request ticketing system.
- 1.36. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Emiza™ customer, Emiza™ employee, member, or officer will result in immediate account termination.
- 1.37. We do not claim any intellectual property rights over the material you provide to Emiza™ service.
- 1.38. By uploading images and item description content to Emiza.com or the website of its subsidiaries, its affiliates and/or its partners and/or its service providers and/or outsourced technology platforms, you agree to allow other internet users to view them and you agree to allow Emiza™ and / or its subsidiaries and / or its affiliates and / or its affiliates and / or its partners and / or its service providers and / or its outsourced technology platform to display and store them and you agree that Emiza™ can, at any time, review all the content submitted by you to its Service.
- 1.39. The failure of Emiza™ to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Emiza™ and govern your use of the Service, superseding any prior agreements between you and Emiza™ (including, but not limited to, any prior versions of the Terms of Service).
- 1.40. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Emiza™ or Emiza™ trademarks and/or variations and misspellings thereof.
- 1.41. Emiza™ does not pre-screen Content and it is in their sole discretion to refuse or remove any Content that is available via the Service.
- 1.42. Questions about the Terms of Service should be sent to support at Emiza. (dot)com or to any email id communicated by Emiza over an email from time to time or on the support email id mentioned on its website and updated from time to time.
- 1.43. You agree that this Agreement and the Services of Emiza form a part of subject to any modification or be removed by Emiza with change in government regulations, policies, and local laws as applicable.
- 1.44. COMMUNICATION POLICY OF THE SITE:**
 - 1.44.1. Upon transacting on the Website, the User will receive an e-mail or an update in their User Account panel on Website (for registered users) from Emiza informing the status of Users transaction. The e-mail will be sent to the e-mail address provided by the User and Emiza is not responsible towards the receipt of the said e-mail in your inbox or your junk mailbox. You will have to take due care and caution and be responsible for entering the proper and accurate contact details including your name, email ID to ensure that we can effectively communicate with you.
 - 1.44.2. The User acknowledges that the SMS (Short Messaging Service) and/or messaging to any third-party applications (eg: WhatsApp, telegram, etc.) provided by Emiza is an additional facility provided for the User’s convenience. It is not mandatory under the law in force to provide SMS / any messaging service alerts to the End Customers. In case you / end consumer do not receive any SMS / message for whatsoever reason, Emiza is not liable for the same.

- 1.44.3. Emiza is not responsible to provide information on any change in the schedules of the Service Provider. Such information may be provided on best effort basis
- 1.44.4. Any grievance regarding the Service should be communicated as per the grievance policy laid out herein.

1.45. RIGHTS:

- 1.45.1. Emiza Website contains bulletin boards, blogs, access to mailing lists or other message or communication facilities, and the User agrees to use the same only to send and receive messages and materials that are proper and related thereto.
- 1.45.2. By way of example and not as a limitation, the User agree that when using the Website or any facility available here from, the User shall indemnify Emiza (including its subsidiaries, joint venture business, majority holding business, partners, service providers and outsourced technology platforms) on their acts that is prohibited for any of the following:
 - 1.45.2.1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
 - 1.45.2.2. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent, or unlawful material or information.
 - 1.45.2.3. Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless the User owns or controls the rights thereto or has received all consents thereof as may be required by law.
 - 1.45.2.4. Upload or attach files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer.
 - 1.45.2.5. Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
 - 1.45.2.6. Falsify the origin or source of software or other material contained in a file that is uploaded.
 - 1.45.2.7. Advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters.
 - 1.45.2.8. Use Websites of Emiza, its subsidiaries, joint venture, majority holding companies or its contents for any commercial purpose.
 - 1.45.2.9. Make any speculative, false, or fraudulent booking or any booking in anticipation of demand.
 - 1.45.2.10. Access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission.
 - 1.45.2.11. Violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website.
 - 1.45.2.12. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
 - 1.45.2.13. Deep link to any portion of this Website (including, without limitation, the transaction path for any logistics services) for any purpose without our express written permission; or
 - 1.45.2.14. Host, display, upload, modify, publish, transmit, update, or share the following:
 - 1.45.2.14.1. Information belonging to another person for which the user does not have any right.
 - 1.45.2.14.2. Information that is hateful, grossly harmful including harmful to minors, pedophilic, invasive of another privacy, racially, ethnically objectionable, disparaging, encouraging money laundering or gambling.
 - 1.45.2.14.3. Information that infringes any Patent, Trademark, Copyright, or other Proprietary rights.
 - 1.45.2.14.4. Information that deceives or misleads the addressee about the origin of such message or communicates any information which is grossly offensive or menacing in nature.
 - 1.45.2.14.5. Information that threatens the unity, integrity, defense, Security or Sovereignty of India, friendly relation with foreign states or public order or cause incitement to the commission of any cognizable offence or prevents investigation of any offence or insulting any other nation.
 - 1.45.2.14.6. Information that impersonates another person.
- 1.45.3. If the User Account used by the User to book Services offered by Emiza shows signs of fraud, abuse, or suspicious activity, Emiza may cancel any Service bookings associated with your name, email address, or User Account, and close any associated Emiza User Accounts.
- 1.45.4. In addition, Emiza may verify (i.e., preauthorize) your credit card.

- 1.45.5. If the User has conducted any fraudulent activity, Emiza reserves the right to take any necessary legal action and the User may be liable for monetary losses to Emiza, including litigation costs and damages.
- 1.45.6. To contest the cancellation of a booking or freezing or closure of a User Account, please contact Emiza customer service.
- 1.45.7. Emiza reserves the right to undertake all necessary steps to ensure that the security, safety, and integrity of Emiza's systems as well as its customer's interests are and remain, well protected. Towards this end, Emiza may take various steps to verify and confirm the authenticity, enforceability and validity of orders placed by you.
- 1.45.8. If Emiza, in its sole and exclusive discretion, concludes that the said transactions are not or do not reasonably appear to be, authentic, enforceable, or valid, then Emiza may cancel the said orders at any time up before the scheduled time of the services booked through Emiza.

1.46. AUTHORITY AND AUTHORISATION OF THE USER:

The User:

- 1.46.1. Confirms that it has an unrevoked, existing authority of the board of directors or partners to enter into this Agreement
- 1.46.2. Agrees and authorizes Emiza and its employee(s), vendor(s), agent(s) and partner(s), to conduct a due diligence on the information provided in the KYC page.
- 1.46.3. Authorizes Emiza to use any method for using any logistics service provider for transporting goods as Emiza deems fit.
- 1.46.4. Authorizes Emiza, Service Provider and any government authority to search any shipment if and as required in accordance with applicable laws.
- 1.46.5. The Customer authorizes Emiza to maintain copies of shipping documents in accordance with applicable laws.
- 1.46.6. Shall pay Emiza the amounts payable for shipping as decided by Emiza.

1.47. THIRD PARTY LINKS:

- 1.47.1. The web site contains links to other web sites which are hosted and maintained by third parties.
- 1.47.2. Emiza makes no representation as to the accuracy, completeness or relevance of the information contained on such third-party sites.
- 1.47.3. The User following links to such sites is at their own risk, and Emiza will not be liable for any loss or damage arising from the User(s) reliance upon or use of third-party sites.
- 1.47.4. Although Emiza's preferred local suppliers have privacy policies in accordance with the new privacy laws, you accept that some third parties can be located overseas, e.g., forwarders, importer on record, exporter on record, customs broker, carriers, system operating system, app ecosystem, search engines, etc., and may not have in place equivalent privacy policies. When you click on links to other web sites, we encourage you to read their privacy policies. Their standards may differ from ours.

2. FEES, PAYMENT, MODIFICATION TO SERVICES & PRICES

- 2.1. Subject to the provisions of this Agreement, the User will pay Emiza the fees and other amounts set forth in this Agreement, or as otherwise agreed by the Parties.
- 2.2. There are different payment term options available, and depending on the payment term decided with Emiza, the merchant must pay on the pre-decided monthly, quarterly, half-yearly or yearly terms.
- 2.3. Emiza may add new services for additional fees and charges or may proactively amend fees and charges for existing services, at any time in its sole discretion. Fees stated prior to the services being provided, as amended at Emiza's sole discretion from time to time, shall apply. Any changes in charges (permanent or temporary) shall be communicated from time to time along with effective date of such charges. The Merchant can refer to their existing charges within their account panel along with the commercial document shared by their Sales Contact Point.
- 2.4. If you purchase any subscription based paid service, you authorize Emiza to charge you applicable fees at the beginning of every subscription period or at such intervals as applicable to the said service, and you authorize Emiza make such modification to the fee structure as required and agree to abide by such modified fee structure.
- 2.5. You agree that the billing credentials provided by you for any purchases from Emiza will be accurate and you shall not use billing credentials that are not lawfully owned by you.
- 2.6. The User agrees to pay all subscription fees, service fees and other fees applicable to User's use of Services or any other services which are beyond the scope of the Services and/or this Agreement, and the User shall not (directly or indirectly) circumvent the fee structure.
- 2.7. The User is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting

under applicable law. Emiza is in no way responsible for any of the User's taxes or legal or statutory compliances.

- 2.8. Unless otherwise specified, all fees shall be exclusive of taxes, and Goods and Service tax and other statutory taxes, as applicable, shall be levied on every purchase/Service.
- 2.9. The payment process would be considered complete only on receipt of full fees and all other charges (as payable) into Emiza's designated bank account.
- 2.10. If applicable, Emiza shall raise an invoice for the Services and the freight amount (if payable) four times in a calendar month (on a predefined working day of a week), or twice in a calendar month (preferably in mid of the month and end of the month) or once a month. The invoice shall be available on the billing / payments / finance section of the User's dashboard on Emiza's platform.
- 2.11. The User shall be required to clear the invoice within 7 (seven) days from the date of the invoice. Terms of payment for the pre-paid accounts have been specified in **Clause 4 of Annexure A**.
- 2.12. If the User fails to pay the full invoice amount in accordance with the time period mentioned above, Emiza will have the right to: (i) retain & adjust the amounts received from the end customer of the User through the cash on delivery method ("**COD Amount**"), and/or (ii) retain the custody of the shipments of the User which are in the possession of Emiza or it's logistics partner(s), and/or (iii) levy an interest of 18% per annum from the due date of payment, till such time that the User makes entire payment towards the invoice, and/or (iv) forfeit the security deposit amount of the User (if any) lying with Emiza, and/or (v) close / terminate the online User Account. Without being prejudice to the above, the User hereby agrees that it shall become liable to pay the freight & other applicable charges as soon as a shipment is picked up by the Emiza's courier partner, and that Emiza shall have a right to recover such freight charges from the User (for all the shipments which have been picked-up/shipped) as per the various modes agreed under this Agreement, including but not limited to retaining the COD Amounts for the shipments of the User. Merchant will be able to use services from the positive balance in their Emiza account.
- 2.13. In the event the User closes its account with Emiza, or this Agreement expires or is terminated, Emiza will deduct the Fees and the freight amounts due to it from the User, from the COD Amount. Emiza shall, thereafter, remit the remaining COD Amount after such deduction, within 30 (thirty) days from the date of such closure / expiration / termination, subject to reconciliation and completion of all the shipments and transactions pertaining to the User / his account. In the event, the COD Amount falls short of the outstanding amount payable by the User, the User shall within 5 (five) days from the date of such closure / expiration / termination pay the outstanding amount to Emiza, and until the payment of the entire outstanding amount, Emiza shall retain the custody of the shipments of the User which are in the possession of Emiza or it's logistics partner or in Emiza's warehouse. In the event of any delay in payment of outstanding amount by the User (as required under this clause), Emiza shall have a right to levy an interest of 18% per annum on the outstanding amount from the due date of payment till the date of actual payment and / or to forfeit the security deposit amount of the User (if any) lying with Emiza.
- 2.14. Save as otherwise stated in this Agreement, for any claims by the User regarding non- connectivity of the shipment (i.e. where the User is claiming that the shipment has been picked up but not connected) - the signed (by the pick-up executive of the logistics company) copy of the manifest sheet of the pick up against the disputed shipment has to be submitted along with the claim request by the User within 2 (two) days from the pickup date. Without the signed manifest any such request shall not be considered valid. The signed manifest to carry the name of the pick-up executive, date & time of pick-up, number of packages picked up, mobile number of the pick-up executive and any other information communicated by Emiza from time to time.
- 2.15. The User agrees that in case of shipments booked under Cash on Delivery ("**COD**"), Emiza's logistics partner shall collect cash, as per the instructions of Emiza from the consignee as per the details mentioned on the COD order form and remit/reimburse the amount to Emiza which then forthwith would be reimbursed to the User. In relation to the same, it is hereby clarified that: (i) the User engages Emiza and in turn its Service Provider as an agent of the User for the purpose of collection of the COD amount; (ii) Emiza may receive certain consideration (as mutually agreed) in lieu of such services as an agent; and (iii) Emiza shall not have any title to the goods for which the COD amount will be collected. However, Emiza shall not be held liable in case the COD amount has been delayed or misplaced by the courier company. The User shall seek its claim, loss or any damages suffered from the courier company directly, and in no way shall recover from Emiza or hold Emiza liable for the same. In this regard, the User agrees that Emiza shall have the right to deduct the freight charges from the COD Amounts received by Emiza, and then remit/reimburse the balance amount to the User. The COD order form shall be filled in on Emiza's website to create a single or bulk shipments and/or the information pushed to Emiza at the time of booking through Emiza's Application Program Interface (API) integrated by the User and/or through any platform that is integrated with Emiza and facilitates shipment order booking on Emiza through their integration.
- 2.16. Emiza may, from time to time, in its sole discretion, provide/allocate a credit limit to the User for the Services, which can be used by the User within a specified time. In this regard, the User hereby acknowledges and agrees to pay the service fees and all other amounts (payable by it pursuant to this Agreement), and in the event User fails to timely

pay the same, Emiza shall have an unconditional and irrevocable right, in addition to other rights and remedies available under this Agreement elsewhere, applicable law or otherwise, to recover the unpaid fees and amounts from the user inter alia by way of: (a) retaining the COD Amounts; and/or (b) retaining the custody of the shipments of the User which are in the possession of Emiza or its logistics partner(s); and/or (c) forfeit the security deposit amount of the User (if any) lying with Emiza.

- 2.17. Emiza reserves the right to modify the fee structure by providing a 7 (seven) days' prior notice, either by notice on your dashboard or through email to the authorized or registered User, which shall be considered as valid and agreed communication. Upon the User not communicating any negative response/objection to Emiza to such notice, Emiza shall apply the modified Fee structure effective from the expiry of the said notice period.
- 2.18. To process the fee payments, Emiza might require details of User's bank account, credit card number and other such financial information. Users shall be responsible to maintain the confidentiality of such information provided by Users. Such information provided by the Users shall not be stored by Emiza.
- 2.19. You can cancel your access to the Services using any of the cancellation methods listed in the Annexures or by contacting our customer support by email at care@Emiza.com. The one-time set-up fees shall not be refunded to the User.
- 2.20. All fees are exclusive of all state and central taxes, service, sales tax or other taxes, custom duties, VAT, cess, fees, or charges now in force or enacted in the future ("**Taxes**") under relevant legislation.
- 2.21. Emiza™ reserves the right to not provide any refunds.
- 2.22. Emiza™ reserves the rights to only provides credit notes (CN) against any agreed liability as per maximum liability limit on respective carrier or for full/ partial charge reversal or for full/partial charge waiver. All CNs are updated in the Emiza account of the User.
- 2.23. The User agrees to accept the credit notes / debit notes raised by Emiza and its corresponding tax implications in case of any mismatch.

3. LIABILITY

- 3.1. Emiza shall not be responsible or liable in any manner to the Users for any losses, damage, injuries, or expenses incurred by the Users because of any action taken by Emiza, where the User has consented for the same.
- 3.2. Emiza does not provide or make any representation, warranty, or guarantee, express or implied about the Services. Emiza does not verify any content or information provided by Users and to the fullest extent permitted by law disclaims all liability arising out of the User's use or reliance upon the Services.
- 3.3. The Services of Emiza may be linked to the services of third parties, affiliates, and business partners. Emiza has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such services or made available by/through our Services.
- 3.4. Notwithstanding anything contrary provided in this Agreement, in no event, including but not limited to negligence, shall Emiza, or any of its directors, officers, employees, agents or content or service providers (collectively, the "**Protected Entities**") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Services or the content, materials and functions related thereto, User's provision of information via the Services, lost business or lost sales, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the total aggregate liability of the Emiza to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions of this Agreement or a User's use of the Services exceed, in the aggregate, the maximum liability amount on each courier company mentioned in the pricing commercial shared with the User.
- 3.5. In no event shall Emiza or any of the Protected Entities be liable for failure on the part of the Users to provide agreed Services. In no event shall Emiza or any of the Protected Entities be liable for any activity in relation to the Services provided to a User.
- 3.6. Emiza or any of the Protected Entities shall not be liable for any act or omission of any other person/ entity furnishing a portion of the Service, or from any act or omission of a third party, including those vendors participating in the Services, or for any unauthorized interception of your communications or other breaches of privacy attributable in part to the acts or omissions of the User or third parties, or for damages associated with the Service, or equipment that it does not furnish, or for damages that result from the operation of the User provided systems, equipment, facilities or services that are interconnected with the Service.
- 3.7. Emiza shall neither be liable to remit the Cash-on-Delivery (COD) that is to be received as payment by the User in case of forcible snatching of the delivery package nor be liable to provide any claim towards forcible return of open package by the End Customer (Consignee). Such incidents/cases shall be the sole responsibility of the User and the User is liable to initiate actions with the end consumer to resolve such incidents, if any, on its own, including but not

limited to legal processes.

- 3.8. The User undertakes to resolve the disputes raised, if any, by the buyer(s) within a period of 24 hours from the raising of such dispute(s). Failure to do so shall enable/authorize Emiza to hold the COD remittance, till the time such dispute(s) is rectified by the User.
- 3.9. Emiza shall not be liable to you or to any third party for any modification, price change, change in carrier liability, suspension, or discontinuance of the service.
- 3.10. The liability of Emiza arising due to unmatched credits with the User under the GST Regime would be limited to the amount of tax (to the extent of mismatch) charged by Emiza for the specific invoice.
- 3.11. Emiza shall coordinate with the Service Provider to facilitate resolution of disputes / issues / claims raised by the User.

4. GENERAL REPRESENTATIONS AND WARRANTIES

- 4.1. Each Party represents and warrants to the other Party that:
 - 4.1.1. it has all necessary rights, powers, and authority to enter and perform this Agreement; and
 - 4.1.2. It is a validly existing business entity and is duly licensed and qualified to carry on its present business and operations to perform its obligations hereunder.
 - 4.1.3. It and its personnel have all rights, licenses, permits, qualifications and consents necessary to perform its obligations hereunder.
 - 4.1.4. It and its personnel will comply with all terms of this Agreement, all laws applicable to this Agreement and their performance hereunder.
 - 4.1.5. The entrance and performance of this Agreement by it shall not violate any applicable law and shall not breach any agreement, covenant, court order, judgment, or decree to which such Party or by which it is bound.
 - 4.1.6. It is not in default of and there are no proceedings threatened or pending under any order of any court, arbitrator, administrative agency, or other governmental authority which would affect its performance of this Agreement.
 - 4.1.7. Its performance of services pursuant to this Agreement does not infringe or misappropriate the Intellectual Property Rights or other rights of any third party.
 - 4.1.8. It agrees to furnish such information and documents as are necessary to comply with applicable laws, rules, and regulations.
 - 4.1.9. It agrees to not make any statements that criticize, ridicule, disparage or are otherwise derogatory about the Other Party, any of its subsidiaries, affiliates, employees, directors, or shareholders.
- 4.2. The User represents and warrants to Emiza as follows, that:
 - 4.2.1. It is solely responsible for the packaging the goods in a manner that the package and the product inside the package can withstand transit pressure, multiple handling, and any form of stress.
 - 4.2.2. Emiza or its authorized agent or subcontractor or service provider's responsibility ends when the shipment is delivered to the consignee or to the shipper or the representative of either the shipper or consignee.

5. INDEMNITY

- 5.1. The User ("**Indemnifying Party**") hereby agrees to indemnify, defend and hold Emiza, its affiliates, officers, directors, employees, contractors, sub-contractors, consultants, licensors, other third party service providers, agents and representatives (individually & collectively called "**Indemnified Party**") harmless from and against claims, demands, actions, liabilities, costs, interest, damages and expenses of any nature whatsoever (including all legal and other costs, charges and expenses) incurred or suffered (directly or indirectly) by the Indemnified Party, on account of: (a) Indemnifying Party's access to or use of Services; (b) violation of this Agreement or any terms of use of the Services by the Indemnifying Party (and/or its officers, directors, employees, contractors, consultants and agents); (c) violation of applicable law by the Indemnifying Party (and/or its officers, directors, employees, contractors, consultants and agents); (d) wrongful or negligent act or omission of the Indemnifying Party (and/or its officers, directors, employees, contractors, consultants and agents); (e) any third party action or claim made against the Indemnified Party, by reason of any actions undertaken by the Indemnifying Party (and/or its officers, directors, employees, consultants and agents); and (f) any duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on the shipments, and (g) denial or delay of credit, refund, or other benefit to Emiza and / or to the Service Provider due to non-compliance by the User (failure to upload details of the sale on the GSTN portal, failure to pay goods and service tax (GST) to the government) and / or non-furnishing or furnishing of incorrect or incomplete documents by the Customer, and (h) any error or violation resulting in variation

between declaration of goods and its value and actual goods and its value; and (i) any dispute and actions with the consignees related to quality, quantity and condition of the contents including, but not limited to transit damages; and (j) any loss or damage arising due to force majeure events; and (k) any manufacturing defect, defective or expired goods.

- 5.2. The User undertakes to fully indemnify and hold the third-party providing shipping and courier services ("**Courier Company**") and Indemnified Party harmless in case of any breach of security procedures, breach of any term or condition of this Agreement, or breach of any applicable law, by the User (and/or its officers, directors, and employees) and / or by its customers.
- 5.3. Emiza will notify the User promptly of any such claim, loss, liability, or demand, and in addition to the User foregoing obligations, the User agrees to provide Emiza with all reasonable assistance, at the User's expense, in defending any such claim, loss, liability, damage, or cost.

6. COMPLIANCE WITH LAWS

- 6.1. Each Party shall at all times and at its/his/her own expense: (a) strictly comply with all applicable laws, now or hereafter in effect, relating to its/his/her performance of this Agreement; (b) pay all fees and other charges required by such applicable law; and (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any authority to the extent necessary to perform its obligations hereunder.
- 6.2. The User hereby agrees and acknowledges that it shall be responsible for all warranties (whether express or implied) relating to the performance of Services, to the maximum extent permissible under applicable law.
- 6.3. The User warrants at their own expense, to have secured the necessary permits, franchises, licenses, or other authorities required to lawfully effect the transportation of the Shipment.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. Each Party may be given access to Confidential Information from the other Party to perform its obligations under this Agreement. The Party that receives Confidential Information shall be known as "**Receiving Party**". The Party that discloses Confidential Information shall be known as "**Disclosing Party**".
- 7.2. The Receiving Party acknowledges that the Confidential Information is received on a confidential basis, and that the Disclosing Party shall remain the exclusive owner of its Confidential Information and of Intellectual Property rights contained therein. No license or conveyance of any such rights to the Receiving Party is granted or implied under this Agreement.
- 7.3. The Receiving Party shall:
 - 7.3.1. use the Confidential Information of the Disclosing Party only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of the Disclosing Party) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by the Disclosing Party.
 - 7.3.2. use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Receiving Party exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Receiving Party in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Receiving Party has assumed in this Agreement with respect to the Confidential Information.
 - 7.3.3. not, without the prior written consent of the Disclosing Party, disclose or otherwise make available the Disclosing Party's Confidential Information or any part thereof to any party other than those of its directors, officers, agents, servants, employees, professional advisors, contractors, or prospective contractors who need to know the Confidential Information for the purposes set forth herein.
 - 7.3.4. not copy or reproduce in any manner whatsoever the Confidential Information of the Disclosing Party or any part thereof without the prior written consent of the Disclosing Party, except where required for its own internal use in accordance with this Agreement; and
 - 7.3.5. promptly, upon termination or expiration of this Agreement, return and confirm in writing the return of all originals, copies, reproductions, and summaries of Confidential Information or, at the option of the Disclosing Party, destroy and confirm in writing the destruction of the Confidential Information (this sub-clause being applicable only on the User).
- 7.4. Provided, however that nothing herein shall restrict in any manner the ability of either Party to use or disclose

Confidential Information owned by it in any manner whatsoever, and the obligations of confidentiality herein shall apply to each Party only to the extent that the Confidential Information or portion thereof is not owned by that particular Party.

7.5. OWNERSHIP:

- 7.5.1. All materials on Emiza Website, including but not limited to audio, images, software, text, icons, and such like (the “**Content**”), are protected by copyright under international conventions and intellectual property laws. The User cannot use or license the Content, except as specified herein. The User agrees to follow all instructions on the Website limiting the way the User may use the Content.
- 7.5.2. There are several proprietary logos, service marks and trademarks found on Emiza Website whether owned/used by Emiza or otherwise. By displaying them on the Website, Emiza is not granting you any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity, civil and criminal statutes.
- 7.5.3. The content and information on Emiza Website including, the availability of logistics services, as well as the infrastructure used to provide such content and information, is proprietary to Emiza or our Service Providers.
- 7.5.4. While the User may make limited copies of their transactions for Service or Service reservations booked through the Website, the User agrees not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re- sell any information, software, products, or services obtained from or through this Website.
- 7.5.5. All data, records and reports produced pertaining to the Services under this Agreement, shall be treated by the User and its subcontractors as the exclusive property of Emiza and furnishing of such data, records, and reports to any third party, whether for commercial or non-commercial purposes, shall have the prior written consent of Emiza.

7.6. EMIZA RIGHTS:

- 7.6.1. If the User sends any communication or materials to Emiza by electronic mail or otherwise, including any comments, data, questions, suggestions or the like, all such communications are, and will be treated by Emiza, as non-confidential.
 - 7.6.2. The User hereby gives up all claim that any use of such material violates any of the User’s rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way Emiza uses such material.
 - 7.6.3. Any material submitted to this Website may be adapted, broadcasted, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted, or used by Emiza anywhere and in any medium, forever for the purpose of rendering the services to the User.
- 7.7. Information shall not be deemed Confidential Information and the provisions of this Clause shall not apply to:
- 7.7.1. Information which was already known to the Party before being furnished by the Other Party pursuant to this Agreement or other Confidential arrangements with the Party or any of its affiliates, provided the Party can prove to the satisfaction of the Other Party, that it was in possession of the information prior to the disclosure by the Disclosing Party.
 - 7.7.2. Disclosure that is required by law or by the order of a Court of competent jurisdiction.
- 7.8. The User agrees that Emiza shall not be liable for below:
- 7.8.1. The User fails to exit the login panel and platforms at the end of each session.
 - 7.8.2. An unauthorized use of the account information or any other breach of security had been undertaken due to reasons attributed to the User.
 - 7.8.3. The User uses the shipping information of the Service provider and any information of the End Consumer.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. The User acknowledges that the Intellectual Property rights in all the materials that have been developed by Emiza and provided to the User, shall vest with Emiza.
- 8.2. The User hereby agrees and acknowledges that the Intellectual Property rights in all the material created and developed by the User, including any material created and developed by the User for the performance of Services under the terms of this Agreement, shall vest with Emiza.
- 8.3. All the Intellectual Property already developed and/or owned by each Party shall continue to vest with the concerned Party.
- 8.4. The Parties recognize that all third-party Intellectual Property rights are the exclusive property of their respective owners.

- 8.5. Each Party agrees that the brands, logos, trademarks, etc. belonging to Each Party are the exclusive property of the respective Party and cannot, in any circumstances be used, or copied, or altered in any manner which is identical / similar to the brands / logos / trademarks of the Other Party, without being specifically authorized in writing by that Other Party.
- 8.6. Each Party authorizes the Other Party to use and include the trademarks, brand names, logos, company write-up and corporate name, on their website and any marketing & promotional material.

9. NON-SOLICITATION

The User agrees and undertakes that, during the term of this Agreement, and for a period of 36 (thirty-six) months thereafter, it shall not directly or indirectly attempt in any manner to solicit, any client/customer, or to persuade any person, firm or entity which is a client/customer/supplier/vendor/partner of Emiza, to cease doing business or to reduce the amount of business which any such client/customer/supplier/vendor/partner has customarily done or might propose doing with Emiza.

10. TERM, CANCELLATION AND TERMINATION

- 10.1. This Agreement shall come into force on and from the date from which the User started procuring Services in any form or capacity and shall remain in existence while the User is a user of any of the Services in any form or capacity, until terminated by either Party in accordance with the provisions of this Agreement.
- 10.2. The User can request for termination of the Agreement at any time with a 30 (thirty) day prior written notice subject to the provisions in the annexure for the Services undertaken. During this notice period, Emiza will investigate and ascertain the fulfilment of any ongoing Services and pending dues related to fees or any other amount payable by the User. The User shall be obligated to clear any dues with Emiza for any of its Services which the User has availed in accordance with this Agreement. Emiza shall not be liable to the User or any third party for any termination of User's access to the Services.
- 10.3. Without limiting any other remedies, Emiza reserves the right to immediately suspend access to the client account and / or terminate this Agreement in cases where:
 - 10.3.1. the User breaches any terms and conditions of this Agreement. In the event the breach can be rectified, the User's failure to cure the breach within 7 (seven) business days of identifying or alternatively being notified by Emiza of such breach.
 - 10.3.2. Emiza believes in its sole discretion that the User's actions may cause legal liability for such User or for Emiza or are contrary to the terms of use of the Services, or terms of this Agreement; and
 - 10.3.3. Emiza suspects that the User (by conviction, settlement, insurance, or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the site, or
 - 10.3.4. A petition for relief under any bankruptcy or insolvency is filed by or against the User, or
 - 10.3.5. Assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed for all or a substantial part of the assets of the User.
- 10.4. Emiza reserves the right to immediately terminate this agreement in case where Emiza deems fit for its own convenience, without providing any reason with a 15 days' notice.
- 10.5. Once suspended or terminated, the User shall not continue to use the Services under the same account, a different account or re-register under a new account, unless explicitly permitted by Emiza.
- 10.6. Once your account is cancelled all your Content will be immediately deleted from the Service. Since deletion of all data is final, please be sure that you have taken a download of all your data and are completely sure to cancel your account. Emiza shall not be liable or responsible for facilitating any User data once the account had been cancelled by the User or Terminated by Either Party.

11. MISUSE OF THE SERVICES

Emiza may restrict, suspend, or terminate the account of any User who abuses or misuses the Services. Misuse includes creating multiple or false profiles, infringing any Intellectual Property rights, violating any of the terms and conditions of this Agreement, or any other behaviour that Emiza, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, Emiza has adopted a policy of terminating accounts of Users who, in Emiza's sole discretion, are deemed to be repeat infringers of any terms of use even after being warned by it. In addition, Emiza may also restrict, deactivate, suspend, or terminate the account of any User upon the request/instructions of Emiza's courier partner.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1. This Agreement shall be governed by the laws of India and subject to the Clause below, the courts of Mumbai shall

have exclusive jurisdiction to determine any disputes arising out of, under, or in relation, to the provisions of this Agreement.

- 12.2. Any dispute arising under this Agreement shall be settled by arbitration to be held in Mumbai in accordance with the (Indian) Arbitration and Conciliation Act, 1996, in the English language, and shall be heard and determined by a sole arbitrator appointed by Emiza. The decision of the sole arbitrator shall be final, conclusive, and binding on the Parties. Notwithstanding the foregoing, nothing contained herein shall be deemed to prevent either Party from seeking and obtaining injunctive and/or equitable relief from any court of competent jurisdiction.

13. SEVERABILITY & WAIVER

The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

14. FORCE MAJEURE

- 14.1. Neither Party shall be liable for any failure or delay in performance of any obligation, under this Agreement to the extent that such failure or delay is due to a Force Majeure Event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.
- 14.2. If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure Event as a result of which that Party is prevented from performing its obligation for more than 30 (thirty) days due to such Force Majeure Event (“**Aggrieved Party**”), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure Event so long as the Force Majeure Event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified. However, in the event, Force Majeure Event continues for a period of more than 60 (sixty) days, the Aggrieved Party may terminate this Agreement with a written notice to the other Party.

15. ENTIRE AGREEMENT, ASSIGNMENT AND SURVIVAL

- 15.1. This Agreement, the annexures, Standard Operating Procedures (“**SOPs**”), Service Level Agreement (“**SLA**”), pricing proposal or any pricing communication from time to time, addendums, announcements & notifications, and any other documents entered into or delivered as contemplated in this Agreement herein sets out the entire agreement and understanding between the Parties with respect to the subject matter hereof. Unless otherwise decided by Emiza, the annexures containing specific terms of use supersedes all general terms of the Agreement, previous letters of intent, heads of terms, prior discussions and correspondence exchanged between the Parties in connection with the Agreement referred to herein. Similarly, unless otherwise decided by Emiza, the SOPs / SLAs / Pricing / announcements / notifications / addendums issued in furtherance to this Agreement, shall supersedes the provisions of this Agreement and of the annexures.
- 15.2. This Agreement and the rights and obligations herein shall not be assigned by the User, without the written consent of Emiza.
- 15.3. The provisions which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.
- 15.4. In case of ambiguity in clauses between this Terms of Service and Conditions of Carriage of each carrier, the strictest of the clause shall be applicable on the User.
- 15.5. This Agreement must be read along with Conditions of Carriage of each Service Provider through whom shipment has been or would be booked.
- 15.6. Any clause mentioned in Conditions of Carriage of each Service Provider not mentioned in this Terms of Service shall be applicable on the User/Customer
- 15.7. Conditions of Carriage of each Service Provider shall be available on their respective website address.

16. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties hereto, nor, except as may be expressly provided herein, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.

17. WAIVERS AND REMEDIES

No failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the general laws of India.

18. SPECIFIC PERFORMANCE

The Parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages

19. INDIRECT AND CONSEQUENTIAL LOSSES

Save as expressly provided otherwise in this Agreement, neither Party shall be liable under or in connection with this Agreement for any loss of income, loss of profits or loss of contracts, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

20. CONTACT INFORMATION & NOTIFICATION

- 20.1. If any User has any question, issue, complaint regarding any of our Services, please contact our customer service on the email address mentioned on the website from time to time.
- 20.2. If a User has any questions concerning Emiza, the Services, this Agreement, or anything related to any of the foregoing, it can be reached on the email address mentioned on the website or via the contact information available from the following hyperlink <https://emizainc.com>.
- 20.3. The User hereby agrees and provides his consent to receive communications, correspondences, updates, notifications, etc. from Emiza through email, SMS, WhatsApp, and any other mode as agreed by the Parties from time to time. The Parties agree that the said communications, correspondences, updates, notifications, etc. will be legally binding on them.
- 20.4. Notwithstanding anything provided contrary in this Agreement, the User hereby: (i) agrees that the User has voluntarily submitted the various KYC information and documents (including but not limited to Aadhaar card / OTP, PAN card, voter ID, passport, driving license, GST certificate, income tax returns, entity details, etc.) and requisite information as required by Emiza from time to time; (ii) provides his consent for verification of the information and documents submitted to Emiza in order to establish its genuineness in the manner permitted by Applicable Laws; and (iii) provides his consent and further authorizes Emiza to share his relevant details and documents (including but not limited to business/registered name(s), phone number(s), registered / corporate / correspondence / additional place of business address(es), email-id(s), PAN card, TAN details, GST details, bank account details, KYC documents, etc.) with the concerned entity for processing of insurance claims and with the concerned judicial authority, court, police, complainant, etc. (as the case may be) in the event of a complaint been filed against the User or dispute been raised in relation to the shipment(s) made by the User.
- 20.5. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if emailed or sent by Registered Post or Speed Post.
- 20.6. It has been clarified that the Seller shall voluntarily provide the requisite KYC information/documents and subsequently the consent for verification of such information/documents by Emiza.

21. SURVIVAL:

Any terms and conditions that by their nature or otherwise reasonable should survive expiration or termination of this Agreement, shall be deemed to survive the expiration or termination of this Agreement. Such terms and condition include but are not limited to indemnification, confidentiality, payment terms, relationship, liability, Jurisdiction, Governing Laws, and Dispute Resolution.

22. SUCCESSORS AND ASSIGNS:

Neither Party shall assign its rights or obligations under this Agreement without the prior written permission of the other party and any attempt to do so shall be void. Any such assignment consented to by the Parties shall be confirmed vide written confirmation signed by Parties including assignee to the said effect.

23. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement.

24. DEFINITIONS AND INTERPRETATION

24.1. **Definitions:** In this Agreement, including in the recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

- 24.1.1. **"Affiliate"** means, in respect of any company, any company or person who, (i) directly or indirectly controls, is controlled by or is under the control of, the first-mentioned company, or (ii) is deemed under Applicable Law to be related corporation of the first-mentioned company.
- 24.1.2. **"Applicable Law"** or **"Statutory Compliance"** **"Rules"** or **"Regulations"** or **"Law"** shall mean any statute, law, regulation ordinance, rule judgement, notification, order, decree, by-law, permits, licenses, approvals, consents, authorizations, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any regulatory authority, whether in effect as of the effective date or at any time after.
- 24.1.3. **"Business Days"** or **"Working Days"** shall mean any day other than Sunday or any day on which banks or customs in India are generally closed for regular banking business.
- 24.1.4. **"Calendar Days"** shall mean any day from Sunday to Saturday.
- 24.1.5. **"Confidential Information"** means, with respect to each Party, any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, the other Party pursuant to this Agreement, and includes any tangible or intangible non- public information that is marked or otherwise designated as **'confidential'**, **'proprietary'**, **'restricted'**, or with a similar designation by the disclosing Party at the time of its disclosure to the other Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure, but excludes information which: (i) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed pursuant to applicable law or regulation, and (ii) which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the other Party of any of the provisions of this Agreement;
- 24.1.6. **"Force Majeure Event"** includes act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion, epidemic/pandemic or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder of the Party concerned; and
- 24.1.7. **"Intellectual Property"** means any patent, copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, domain name, industrial design, any registrations and pending applications thereof, any other intellectual property right (including without limitation any know-how, business model, trade secret, trade right, formula, computer program, software, database and data right, information sourcing & display methodologies, user interface, techniques, inventions, machines, website page and form, application program interface (API), algorithms, internal books and manuals, project reports, pricing data, source of supply, client & service provider list) and any goodwill associated with the business.
- 24.1.8. **"Banned / Restricted Products"** shall mean the products/goods/articles that are banned from Shipping, according to the local laws, IATA, and articles in the IATA dangerous & prohibited commodities.
- 24.1.9. **"Consignee or End Consumer or Recipient or Receiver or Buyer of the Product"** shall mean any individual or company (not limited to Proprietorship, Partnership, Pvt Ltd, Ltd Unlisted, Ltd Listed, LLP, etc) who is addressed and meant to receive the Shipment booked by the User.
- 24.1.10. **"Merchant" or "Customer", "You", "Your", "User" and "Beneficiary"** shall mean any user of the Website who purchases any Services of the Service Provider through the Website or is a visitor to the Website and shall be an individual or Proprietor or Partnership firm or a corporate organization in form, not limited to, viz., Pvt Ltd, Ltd Unlisted, Ltd Listed, LLP. A Customer may or may not be the Consignor.
- 24.1.11. **"Services"** shall mean available services on the Website and shall include all kinds of logistics services related to storage, management, shipping, transportation, distribution of products, made available by the Service Provider.
- 24.1.12. **"Shipment"** shall mean the movement or transportation of goods (parcels or cargoes) or

documents in bulk or in one or more packages as desired by the User, through the Service Provider.

- 24.1.13. **“Forward Shipment”** shall mean any shipment picked by the Service Provider from the User’s location to be delivered to the End Consumer.
- 24.1.14. **“Service Provider”** means the provider of the Services on Emiza Website. The Service Provider shall be any company (registered with Emiza to list their Services on Website) or Emiza may provide such Services directly through its owned or contracted partners.
- 24.1.15. **“EMIZA Policies”** shall mean Privacy Policy & Terms of Use (including Terms & Conditions), Copyright Policy, Banned Products List, which are either attached to this page or are part of Emiza Website & such other policies (including any amendments thereof) which Emiza may issue and make applicable on the Customer & the Visitor from time to time which are applicable to the Customer & the Visitor.
- 24.1.16. **“Proforma Invoice”** shall mean the invoice that is raised by Emiza on the Customer against the confirmed booking.
- 24.1.17. **“User Account” or “Admin panel” or “Dashboard” or “Account Panel” or “Login Panel”** shall mean a web page / Account on the Website provided by Emiza to the User with a unique login id and password to update the Service status, on the Website.
- 24.1.18. **“Service Fee or Service Price”** shall mean the total cost paid by User, which includes, Price paid for the Services at the time of booking and any future consequential or concurrent charges arising due to reasons not limited to Shipment Return to Origin, Abandonment or Non-Abandonment of Cargo, Clearance Charges, Service Provider Charges, Shipping Company Charges, Address Correction Charges, Duty Payable & its Service Charges, etc.
- 24.1.19. **“Shipper or Consignor”** shall mean any individual or company (not limited to Proprietorship, Partnership, Pvt Ltd, Ltd Unlisted, Ltd Listed, LLP, etc.) who is meant to ship the parcel or document or cargo to the Consignee through the Service Provider.
- 24.1.20. **“Shipping Company” or “Courier Company” or “Logistics Company” or “Supply Chain Company”** shall mean any logistics company providing any services not limited to those as mentioned in point number 24.1.11 through any self-owned or contracted Transportation vehicle (viz., ship, airplane, any multi-wheeled surface commercial vehicle).
- 24.1.21. **“Shipping Document”** shall mean documents required by the Service Provider to fulfil confirmed Services and is not limited to mentioned documents. INVOICE / PACKING LIST with total listing of each product in the package with count and what it is made up of (eg: For Shirt: The Shipper to mention, whether, Gents / Ladies and the composition of the product, i.e., made up of 100% polyester or 50% cotton / 50 % polyester; Artificial Necklace: Made up of metal with plastic / glass beads), Authority letter from the Shipper On letter head with sign, stamp & telephone number (if organization) and with sign, address and telephone number (if individual) KYC (as per details required by Service Provider) to fulfill the Shipment, Indemnity letter (as per details required by Service Provider from time to time)
- 24.1.22. **“Transit Time”** shall mean the time taken by the Service Provider towards fulfilment of Services (from the time of pick-up of Shipment) with respect to confirmed order placed through the Website, excepting the time taken for clearance (not limited to Customs / Excise / any Statutory body) or documentation required at city / state / foreign shore borders or other events beyond control.
- 24.1.23. **“Transportation Mode”** shall mean only a single mode of transport or a combination or different modes of transport for the Shipment and shall include transportation through air, rail, ocean & road transportation.
- 24.2. **Interpretation:** Unless the context of this Agreement otherwise requires:
- 24.2.1. heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- 24.2.2. other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.
- 24.2.3. references to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be.
- 24.2.4. the terms **“hereof”, “herein”, “hereby”, “hereto”** and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be.
- 24.2.5. references to a particular section, clause, paragraph, sub-paragraph, or schedule, exhibit or annexure shall be a reference to that section, clause, paragraph, sub- paragraph or schedule, exhibit or annexure in or to this Agreement.

- 24.2.6. reference to any legislation or Applicable Law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented, or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.
- 24.2.7. a provision of this Agreement must not be interpreted against any Party solely on the ground that the Party was responsible for the preparation of this Agreement or that provision, and the doctrine of contra proferentem does not apply vis-à-vis this Agreement.
- 24.2.8. references in the singular shall include references in the plural and vice versa; and
- 24.2.9. references to the word “**include**” shall be construed without limitation.

ANNEXURE A - Emiza Service Specifications

1. Scope of Services

- 1.1. Emiza is the author and owner of its logistics software, hereinafter to be referred as “Emiza”, providing its Users an automated shipping panel services integrated with the courier partners. The User agrees that Emiza has no role and responsibility in the actual delivery and shipment of the product unless specifically mentioned, and Emiza provides a platform, for the User to avail shipping services.
- 1.2. The User agrees that the shipments shall be picked up by Emiza’s logistics partner from the Users’ locations as communicated to Emiza at the time of your sign-up and/or at the time of shipment booking.
- 1.3. The tracking number and logistics partner would be assigned by an automated process based on the pickup and delivery pin code and type of shipment.
- 1.4. Users shall provide/display prominently on package the shipping label having full details of the order number, consignee details, product details, return address i.e., the shipping address and the gross value and collectable value (net value) to be collected in case of COD (Cash on Delivery) shipments. The Emiza backend panel platform from Emiza shall enable the User to take a print of the shipping label with all the details and the same shall be appropriately pasted on the package before the handover to the logistics partner happens. The User shall ensure and be responsible to ensure that the label is pasted on the continuous & non-joint side of the package and the label printout is of high quality to be readable by any scanning device used by the Logistics Company.
- 1.5. User shall agree that the shipment to be handed over to the logistic partner on the behalf of Emiza is in a User’s company branded (trademark) tamper proof packing and sealed with User’s company branded adhesive sealing tape along with the COD order form pasted on the shipment.
- 1.6. The User will be solely responsible to comply with all Applicable Law (State and Central Laws/Statutes) in relation to booking and sale of the shipments carried and delivered by the logistics partners of Emiza in pursuance of this Agreement.
- 1.7. It is expressly understood by the Parties that Emiza is a mere service provider to the User and not in any other capacity whatsoever it may be called. It is further agreed to by the Parties that Emiza is not performing any activity or job or providing service on behalf of the User which is tantamount to seller or retailer and or stockiest/distributor. The complete activity performed by Emiza under this Agreement is based on specific instructions given by the User as part of the scope defined and from time to time.
- 1.8. Emiza reserves the right to provide web based (online) tracking solutions for all shipments through its logistics partners.
- 1.9. You agree that Emiza’s logistics partner, at the time of receiving the shipments from User, will only use ‘Air Waybill’ provided to the User by Emiza through its logistics management software, Emiza. It is always agreed between the Parties hereto that for Emiza and its logistics partner, the ‘Consignor/ Shipper’ in the ‘Air Waybill’ shall be the User who is shipping the goods. It is clearly understood that Emiza’s liability, if any, and to the extent agreed herein, shall extend only to User. The User shall be fully liable to its customers/vendors and neither Emiza nor any of their logistics partner, shall have any direct or indirect connection/ relationship or responsibility/obligation to User’s customers/vendors, in any manner whatsoever.
- 1.10. User must ensure security of all shipments which have been picked up from its customers by Emiza’s logistics partners as per Emiza’s security procedures. User confirms that the User is fully aware of the items prohibited and/or restricted on Emiza and/or Emiza’s logistics partner network and/or IATA norms and/or norms, regulations, rules of various international, national local statutory & industry body for carriage and undertakes that no such prohibited and/or restricted items of shipment shall be handed over to Emiza’s logistics partners for carriage by its customers.
- 1.11. User hereby agrees that it shall:
 - 1.11.1. not (directly or indirectly) use Emiza Services/Emiza platform while being in the capacity of a reseller, OTC (over the counter) or franchise of any courier/logistics company, including and not limited to that of Blue Dart, FedEx, Delhivery, Ecom Express, Ekart, Xpressbees, Aramex, DHL, UPS, TNT, SpotOn, Gati, Safexpress, TCI, Pidge, Loadshare, Dunzo, Borzo, Zomato, Swiggy, Shree Maruti Courier, Tirupati Courier, Vichare Courier, DTDC, Shadowfax, Amazon Shipping.
 - 1.11.2. not hold Emiza responsible and shall not raise any claim on Emiza and/or the Service Provider where a carrier (who has an existing contract with the User for same scope of service and business segment) has requested Emiza to block the User from using services of the carrier through Emiza.
 - 1.11.3. The User understands that Emiza is not authorized to solicit existing active customers of the Service

Provider.

In the event Emiza believes that you have breached any of the above provision, then Emiza would inter-alia have the right to deactivate the Emiza account, retain the custody of your shipments and to levy damages/charges (along with the applicable GST amount and freight charges) of Rs. 10,00,00/- (Rupees One Lakh only) or of such other amount as decided by Emiza in its sole discretion.

2. **Obligation of the Merchant / User**

- 2.1. The Merchant agrees to ensure that they shall add authorized representatives of their company to use the Emiza portal or process any shipment booking and/or cancellation and/or return and/or COD adjustment and/or wallet charge.
- 2.2. The User agrees that it shall not raise any claims of refund for bookings done through the user email ids added to their account and indemnifies Emiza and/or the Service Provider from any claim arising due to unauthorized use of their Emiza account.
- 2.3. The User agrees to ensure that each of the users of Emiza invited by them frequently change their passwords to the login panel and secure them without sharing their credentials with anyone. Emiza or the Service Provider shall not be liable for any breach by users of the Merchant.
- 2.4. The User agrees and acknowledges that different service type permits booking of different number of packages within a shipment. The User agrees to book and handover only a single package per shipment, for all Business to Consumer ("**B2C**") shipments booked on Express or Surface (light or heavy weight) or Reverse shipments or Time Definite Delivery ("**TDD**") shipments or Day Definite Delivery ("**DDD**") shipments (TDD and DDD together known as "**Priority Service**") and agrees to waive off any right to claim arising due to loss or damage to the multi package shipment handed over to the Service Provider and indemnify Emiza and the Service Provide against any claim arising towards the shipment. Some carriers permit multiple packages within a shipment for Business to Business ("**B2B**") shipment delivery and the User agrees to check with the support team or sales contact point, before booking any multiple package shipments.
- 2.5. In most shipments, the pick-ups are done by pick up executive, who have physical limitation to pick shipments up to a certain weight. In majority of the cases, no single package should weigh above 20 Kgs. Any single package weighing greater than 20 kgs, a carrier may require using special handling equipment to ensure the shipments are successfully picked and delivered. The Service Provider reserves right to reject a pick-up if adequate resources are not made available to pick the shipment at the origin address. The User agrees to pay any additional charges levied by the carrier towards shipment handling for heavy weight shipments.
- 2.6. You agree that the User shall be responsible for proper, tamper proof and damage proof packing of the products.
- 2.7. You agree that you shall use good quality company branded tapes, duly engraved with your trademark/name, etc. and not generic tapes for the packaging/sealing of the goods/shipments. In case generic (brown/plain) tapes are used in the packaging/sealing of the goods/shipments, Emiza and its Logistics partner shall have no responsibility of any kind, in case of pilferage/damaged/alteration/tapering/leakage etc. of the goods/shipments. In such a scenario, the entire responsibility shall be of the User.
- 2.8. User shall be ready with the packed order when the courier person comes to receive the shipment, all pick-ups should be logged before the cut off time as directed by the customer support team of Emiza, and no pickup beyond the cut-off time of the logistics partner shall be possible. User agrees that they shall contact the Courier Company personnel for the pickup arrangements.
- 2.9. The User agrees to handover only those parcels for which Shipment Booking Status has been confirmed as 'Success' within the User Account or confirmed through API. Generation of shipment AWB number and shipping label does not mean the shipment is confirmed by the Service Provider. The shipping label is generated before shipment confirmation by the Service Provider to aid the User on better throughput and operational process efficiency.
- 2.10. The User agrees that the Service Provider reserves the right to refuse any Shipment, in its sole discretion, that may soil, taint, or otherwise damage other merchandise due to its inadequate packaging.
- 2.11. In the event any packing service is rendered to any User, such services shall be charged in addition to the Service Price and the Shipment shall only be processed on the payment of such additional charges.
- 2.12. User shall collect receipt(s) of the signed copy of the shipping manifest; it is the proof of handover of shipment to the courier companies. The User shall not raise any claim or escalation for shipment picked without taking an acknowledgment of the pick-up executive of the courier company on the manifest with his/her name, signature, date of pick-up, number of packaged picked.
- 2.13. The User understands and agrees to any special or detailed inspection of Shipment whether carried out in the premises of the Service Provider or at the Airport / Seaport / Railway station or Yard or State Border (of origin or destination) by the Shipping Line or the government authority or the port authority. The User agrees that it shall not claim from EMIZA or its Service Provider any additional cost incurred towards or arising out of inspection of the Shipment. The User acknowledges and agrees that they shall be liable for checking the contents, packing, sealing,

addressing, or labelling of the Shipment, the shipping instruction or waybill.

- 2.14. User shall strictly only use the automated system for generating the pickup and move the shipment only on the Airway Bill number generated from the Emiza administration panel provided during signup by the User for shipping services. If the User moves the shipment through the physical shipping docket or physical airway bill number – then damages of INR. 10000/- (Indian Rupees Ten Thousand) only shall be charged per airway bill number issued. User agrees to ensure that the shipping label provided by Emiza is properly pasted on the flat surface without any fold, where the logistics carrier can scan the barcode of the AWB number at the time of pick up. In addition, User shall not book/ship two or more shipments against a single AWB number, and any breach of this condition by the User (whether intentional breach or not) shall give right to Emiza to claim the concerned expenses (including the freight amount of all the shipments) and liquidated damages of upto Rs. 25,000/- per incident/shipment (and applicable GST amount) from the User. Neither Emiza nor its logistics partner shall be liable for any claims (not limited to lost & damage) raised against such shipments.
- 2.15. User should properly paste and insert the tax invoice, in and on the package.
- 2.16. User shall agree that the Service is only for locations already registered on User's account panel i.e., the orders will be picked by the courier companies from only such locations which have been registered by the User.
- 2.17. User agrees to ensure that the packages are handed over to the Service Partner from the origin address details provided at the time of booking. In case the packages are handed over from any other address, other than the booking origin address, then damages of INR 10000/- (Indian Rupees Ten Thousand) and applicable GST amount shall be charged per airway bill number issued. Neither Emiza nor the Logistics Service Provider shall be liable for any claims raised against such shipments.
- 2.18. User agrees to ensure that the shipments are scanned within the origin address of the User's pick-up address through either the handheld device or the mobile carried by the pick-up executive of the logistics service provider at the time of pick up. No shipment shall be handed over to the pick-up executive without scanning by the executive for whatsoever reason. Neither Emiza nor its logistics partner shall be liable for any claims raised against shipment picked without scanning within the shipper's premises.
- 2.19. User agrees to follow below process with respect to manifest acknowledgment by pick-up executive of the logistics service partner at the time of pick up:
 - 2.19.1. It shall handover shipments only post acknowledgment provided by the pick-up executive on the manifest at the time of pick-up.
 - 2.19.2. It waives of all rights to claim for any shipment that was handed over without acknowledgement on the manifest.
 - 2.19.3. It shall strike off all unpicked shipments from the manifest and take an acknowledgment counter sign against the striked shipments.
 - 2.19.4. Ensure all pages of the manifest are signed for acknowledgment and pick-up date is mentioned by the pick-up executive of the logistics service partner.
 - 2.19.5. Ensure the last page of the manifest is acknowledged by the pick-up executive with below information:
 - 2.19.5.1. Full Name of the pick-up executive
 - 2.19.5.2. Date of pick-up
 - 2.19.5.3. Signature of the pick-up executive
 - 2.19.5.4. Total count of shipments picked for the day
 - 2.19.5.5. Mobile number of the pick-up executive
 - 2.19.5.6. Logistics Service Provider Name
 - 2.19.5.7. Remark, if any
 - 2.19.6. Ensure all the manifest copies are saved and recorded and made available to the Service Provider and/or Emiza at any time on demand.
- 2.20. User agrees to ensure that all the shipment shall be always packaged under Closed Circuit Television (CCTV) camera and share any part of the CCTV video of the packaging of products with the Service Provider and/or Emiza on demand to facilitate any investigation.
- 2.21. User agrees to ensure that the loading area (also known as shipment handover area within the User's warehouse) always has a CCTV camera and the User shall share any part of the CCTV video of the shipment pick-up for a date with the Service Provider and/or Emiza on demand to facilitate any investigation.
- 2.22. User agrees to track each shipment on a continuous basis and raise any escalation within 48 hours of shipment

pick-up, where tracking is not updated to shipment picked status and waives off all right to claim if not highlighted to Emiza within the escalation timeline. The User agrees that neither Emiza, nor the Service Provider shall be liable towards any such shipment not escalated within 48 hours of pick-up. The User agrees to share below accompanying details and information at the time of raising escalation to admit for investigation:

- 2.22.1. Scanned copy of acknowledged manifest for the day of the respective carrier
 - 2.22.2. All related information pertaining to the shipment, whose tracking is not updated.
 - 2.22.3. Images of the product and packaging of the shipment, whose tracking is not updated.
 - 2.22.4. Excel or CSV data of all shipments picked on that day by the carrier
 - 2.22.5. Any other detail as desired by the Service Provider and/or Emiza to aid investigation.
- 2.23. User shall agree that in case of a reverse pick up of orders (only national orders) requested by the User, it shall be the responsible to pay reverse pick-up charges as mentioned in the proposal.
- 2.24. User agrees to pay Emiza any charges arising due to shipment returning to the origin / designated return address (RTO, i.e., address from where shipment was picked up or an address designated to receive undelivered return shipments) due to failures arising for and not limited to below reasons:
- 2.24.1. Failure on part of the end customer to pay cash to the delivery executive of the courier company against the COD value mentioned by the User at the time of shipment booking as per the COD order form, and/or
 - 2.24.2. Failed delivery due to end customer non-availability at the destination address at the time of delivery, and/or
 - 2.24.3. Failed delivery by the courier company due to non-acknowledgement of shipment receipt (i.e., Proof of Delivery – POD) by the end consumer at the time of delivery
 - 2.24.4. Failed delivery arising due to non-attendance of any form of communication (not limited to telephonic/email/SMS/WhatsApp) sent by the Courier Company and/or Emiza
 - 2.24.5. Failure on part of the User to respond on time and/or failure to respond on the Non-Delivery Report (NDR) with next course of actions against the shipment from their Emiza account panel.
 - 2.24.6. Failed delivery arising due to local city restrictions, limitations, embargo, temporary and/or permanent non serviceability post shipment pick up, incorrect address or pin code, etc.
 - 2.24.7. Failure of the end customer or the User to pay any international charges such as customs, or any such similar levy/duty, and/or any destination charges levied by the airline/courier company/statutory/port and/or any advancement charges levied on duties/taxes/VAT paid by the courier company on behalf of the User / End Consumer or any other reason whatsoever,
- 2.25. It is the User's responsibility to acknowledge delivered, RTO delivered and/or Reverse delivered from the account panel and validate with their end consumer on the successful delivery of the shipment or pick-up of reverse shipment and validate with the designated RTO address and Reverse Delivery Address on successful delivery of respective RTO or Reverse shipment.
- 2.26. The User agrees to raise any shipment non-delivery/Proof of Delivery (POD) claim within 24 hours of tracking status being marked delivered or return to origin (RTO) delivered or reverse delivered and waives of any right to raise any request for such claim after 24 hours.
- 2.27. User hereby agrees that it will not book / handover any good/shipment which is banned, restricted, illegal, prohibited, stolen or infringing of any third party rights, or which contains any cash, jewellery (excluding artificial jewellery), gold, silver, diamond, platinum, precious metals, precious stones, currency, bullion, letters and financial and security instruments, or any reactive, hazardous or dangerous, perishable items/goods which are in breach of any applicable law or of any packaging/transportation guidelines of the concerned courier partner; in which cases Emiza shall not be liable for the delivery of any such products. Without prejudice to the generality of the aforesaid, an indicative list of the dangerous and restrictive goods is given at [Annexure-B](#). It is the User's responsibility to check on courier company's website, IATA's guideline or restricted and banned list, Local and International Customs and Country regulations.
- 2.28. In the event User hands over or provides the aforesaid goods/shipments to Emiza/its courier partner, then Emiza/its courier partner shall not be responsible and liable for any loss, damage, theft or misappropriation of such products even if service provider or delivery personnel has the knowledge of the same and even if such loss, damage, theft or misappropriation is caused due to any reason attributable to service provider or delivery personnel. The User undertakes that in the event any article/good/shipment booked/handed over by it falls within the category of the banned/illegal items or those described above (including reactive, hazardous and dangerous goods which are in breach of any applicable law or of any packaging/transportation guidelines of the concerned courier partner), then

the User agrees to indemnify Emiza and its courier partner for any and all issues, losses and damages arising pursuant thereto. In addition, Emiza would inter- alia have the right to retain the custody of such shipments (including opening and inspecting of shipments) and to levy damages/charges (along with the applicable GST amount and freight charges) of Rs. 10,00,000/- (Rupees Ten Lacs only) per shipment or of such other amount as decided by Emiza in its sole discretion.

- 2.29. It is expressly understood and acknowledged by the User that Emiza is merely a technology company aggregating logistics services from different courier & supply chain companies for the User to avail services of these Logistics Companies through Emiza and as such Emiza & the Courier Company shall not be liable whatsoever for any sale related issue (including but not limited to Taxes thereon), third party actions, claims of any type or nature, issues or disputes pertaining to COD including e - COD or other refunds or pertaining to defective quality, quantity, specifications, and aesthetics of the product being sold by the User to the consignee (end consumer). It is further clarified and agreed by the Parties that Emiza and the Courier Company is NOT performing any activity or job of providing service on behalf of which tantamount to them being a Seller, Buyer, or Retailer and or Stockist, Agent (including mercantile agent or collection agent), Distributor or Dealer OR by any like names and conventions related to Trade or business etc. The complete activity performed by the Courier Company under this Agreement is as a mere "Logistics Service Provider" and that by Emiza is a mere "Technology Enabled Aggregator of Logistics Services" and based on specific instructions given by the User as part of the services scope and procedures defined and from time to time.
- 2.30. In addition, you shall not handover counterfeit or fraud products/shipments to Emiza/its courier partner, failure of which will attract the consequences mentioned in Annexure-B. Further, the consequences of shipping non- essential items in Government prohibited areas and disputed shipments/cases have been specified in Annexure-B.
- 2.31. Shipments which cross national borders/ international shipments may be subject to customs clearance, in the destination country prior to delivery to the User. The User/customer is responsible for making sure goods shipped are acceptable for entry into the destination country. All charges for shipment to and return from countries where entry is not permitted shall be the User's responsibility. User also understands that POD may not be available for all the cross-national borders/ international shipments as the same may be routed by the courier partner through local post (for e.g., shipments to U.S.A by Aramex are delivered through local post (USPS), for which POD is not available). Hence, Emiza shall not be held liable for any dispute in relation to the aspects mentioned in this Clause.
- 2.32. User understands, agrees, and acknowledges that Emiza through its logistics partners is a mere bailee of the goods/products, cash and is not an insurer of the same. User hereby expressly and specifically waives all its rights and claims against Emiza and its logistics partners arising out of or in relation to the principles of insurance. The User agrees to be responsible for procuring transit insurance for the shipments booked on Emiza and facilitate a copy of the same when demanded by Emiza or the Service Provider.
- 2.33. Insurance: To procure and maintain an insurance to protect the Shipments during the performance of the Services. The User's insurance shall have all risk coverage protection against all risks at every moment during the transit and storage of the Shipments. The User in this act frees EMIZA or the Service Provider or the Shipping Company from all responsibility for any incident or misfortune occurred during the delivery of the Shipment from its origin point to its final destination.
- 2.34. In case of damaged/pilferaged/tempered/pressed/leaked shipment, receiver shall mention negative remarks on POD copy to get claim for the shipment. In the absence of any negative remarks on POD copy clearly stating such damage/pilferage/tampering/pressing/leakage, no claim shall be entertained by Emiza at any point of time.
- 2.35. Claims for any kind of damage/pilferage/tampering/leakage of the booked articles/goods/shipment shall be entertained only if the outer packaging done by the shipper is damaged/altered/tampered. However, if the outer packaging done by the shipper is intact and not tampered with, in such a case, no claim(s) for any damage/pilferage/tampering/leakage shall be entertained by Emiza.
- 2.36. Emiza shall not entertain any dispute(s) regarding damage/pilferage/tampering/leakage/non- receipt of delivery/fake delivery after a period of 24 hours from the receipt/delivery of the said article/goods/shipment. Further, Emiza shall not entertain any request for providing the POD of a shipment, after a period of 48 hours from the delivery/RTO of the shipment.
- 2.37. The User shall ensure that the correct and complete description of the destination/address as well as all the relevant information/details and documents (including but not limited to the e-way bill number and valid GST invoice) are mentioned/provided by the User while booking/handing over a shipment. In case any incomplete/incorrect information or documents are provided by the User, the shipment may be returned from origin and the shipping charges (both forward and RTO charges) shall be levied, in addition to any damages/taxes imposed by the statutory authorities, if any, in the transit of such shipment. Such charges shall be irreversible and no claim for the return of such charges shall be entertained by Emiza. Further, in case of breach of this clause, Emiza would inter- alia have the right to levy damages/charges (along with the applicable GST amount) on the User of Rs. 1,00,000/- (Rupees One Lac

only) per shipment or of such other amount as decided by Emiza in its sole discretion.

- 2.38. The User agrees and accepts to provide EMIZA with a general lien and pledge on all their Shipments in EMIZA's or its Logistics Service Partner possession at any point in time and it gives EMIZA the right to sell the contents and retain the proceeds of sale in settlement of any amounts that the User may owe Emiza.
- 2.39. The User shall ensure that the Invoice affixed on the shipment bears complete requisite order details as is required under GST law towards the sale of the shipment including sale and sellers' complete details and GSTIN; Collectable Value in case of COD (Cash on Delivery) shipment with routing Delivery Centre code and bar-coded Air Waybill Number assigned by Emiza's Courier Company. In no case Emiza or the Courier Company shall be liable to verify the content of the Invoice and/ or correctness of the particulars specified therein. Further the Invoice and/or packaging of the shipment shall also specifically provide that for any return, COD including E - COD or other refunds and/or any sale related issues concerning the shipment including but not limited to the contents, quality, specifications, appearance or aesthetics, or quantity of the shipment, the Consignee (end consumer) is required to contact the User only and Emiza and/or the Courier Company shall bear no liability in respect of the same;
- 2.40. The User hereby agrees that, if the value of the good(s)/shipment(s) is greater than or equal to Rs. 50,000/- and where the requirement of e-way bill is mandatory, the User shall provide a valid e-way bill (during the case of RTO) to EMIZA, within 7 days from the date of the good(s)/shipment(s) being marked as 'RTO Initiated' on User's dashboard. In case the User fails to provide said e-way bill within the stipulated time period, then the concerned good(s)/shipment(s) may be marked as 'Disposed', and EMIZA and/or its courier partner(s) shall not be held liable for any liability in relation thereto.
- 2.41. The User shall ensure that orders assigned to Emiza's Courier Company including in respect of COD/ E-COD order and/ or Collectable Value thereof is in conformity with all applicable laws including but not limited to tax laws, RBI norms, Legal Metrology Act etc.
- 2.42. In respect of E – COD option availed by consignee (end consumer), the role of the courier company is limited to facilitation of POS Device as a courier service provider to the consignee (end consumer) for making payment therefrom to Emiza and to the User against delivery of COD shipment and it is further acknowledged, represented and warranted by the User that neither Emiza nor the courier company nor payment transit gateway operator shall be liable or responsible for any fraudulent, dubious, suspicious or unauthorized transaction being conducted by the consignee therefrom. Emiza and the courier company is in no case a beneficiary or merchant to the said payment transaction nor is an operator, administrator nor manager of the payment transit gateway which is solely and exclusively being managed and operated by third party service provider.
- 2.43. It shall ensure that shipment handed over to the Courier Company is adequately and suitably packed considering the nature of the shipment in a tamper proof carriage worthy packaging, amenable to reasonable handling during transit and is adequate to withstand the normal rigors, jerks, and jolts of transportation hazards or the like encountered during transit. In any case Emiza and/or the Courier Company shall not be liable for any damage/ wrinkle caused to the shipment due to insufficient/ unsuitable or inadequate packaging thereof. Further it is acknowledged by the User that Emiza and the Courier Company shall not be liable for any damage to the shipment in case where only external packaging is damaged, but the contents of the shipment is in good order.
- 2.44. CONSIGNEE (End Consumer) GRIEVANCE: For consignee related grievances or disputes pertaining to the shipment or its sale including but not limited to its return, defects, quality, quantity, aesthetics, COD, or other refund related or any other sale related issue concerning the shipment, the User shall:
 - 2.44.1. ensure to provide contact number along with the name and designation of the concerned grievance redressal officer of the User on its website, packaging, or invoice to redress the grievance of the consignee promptly; and
 - 2.44.2. In case where any such dispute or grievance is conveyed to Emiza by the courier company based on end consumer grievance, and is communicated by Emiza to the User, User shall ensure to resolve the same promptly with the consignee. The User shall on demand indemnify, compensate, defend, and hold Emiza and the Courier Company harmless against any actions and disputes arising against Emiza and/or Courier Company in connection with the same.

3. FEES, MODIFICATION IN FEES & COD TERMS

- 3.1. The User hereby agrees to pay all any applicable charges arising due to use of its Emiza Services, not limited towards subscription fees, shipping rate, software as a service ("**SAAS**") charge, charges for any storage if any, shipment return charges if application, shipment handling charges, as per the current prevailing rate mentioned in the Users admin panel or the latest rates communicated or announced or any rates / charges communicated during the course of the shipment delivery.
- 3.2. The User hereby agrees to pay Emiza or directly to respective company as advised by Emiza and indemnify Emiza and the Service Provider from all and any applicable charges arising due its shipment, not limited to any additional shipping charges, duties, taxes, VAT, demurrage, detention, disposal, abandonment, cess, carting, loading, unloading, packing, unpacking, inspection, documentation, penalties, fines, charges arising due to statutory or security

investigation, disposition, carrier claims, port authority claims, statutory claims, service provider claims / charges / penalties, any third party claims and any other costs and any legal fees incurred by the Service Provider or Emiza.

- 3.3. Emiza reserves the right to apply other applicable charges over and above the shipping base rates and Emiza service charge like COD charges and other fees are in Users admin panel and/or the rate proposal shared by Emiza sales team.
- 3.4. Emiza has rights to make any changes in the rate mentioned in Users admin panel and prevailing.
- 3.5. Goods and Service tax and other taxes, duties and VAT are applicable as per country taxation law.
- 3.6. Emiza reserves the right to levy interest of 18% per annum on the entire overdue amount in all cases.
- 3.7. You agree that chargeable weight for a shipment shall be higher of volumetric (Dimension) weight and dead (Actual) weight of the shipment and will be charged as per the details shared in the rate proposal.
- 3.8. In case the booked chargeable weight differs and is less than the actual chargeable weight (captured by the shipping company), then shipping charges will be revised to actual chargeable weight. You will be notified regarding such discrepancy in the chargeable weight (on the dashboard) and will be given 7 (seven) calendar days' notice to either accept or reject the updated weight. In the event, you accept the updated weight the same will be the billed chargeable weight and if you reject the updated weight the same will be revised on acceptance of revision by the courier company. Further, in case you do not accept or reject the updated weight, the same will be auto accepted in 7 (seven) calendar days' time. You agree to waive off all rights to raise any claim if no dispute is raised by you against any shipment post the 7 (seven) calendar days' time.
- 3.9. In the event Emiza believes that you are shipping (or have shipped) goods/shipments wherein the declared weight differs and is less than the actual weight, then Emiza would inter-alia have the right to retain the custody of such shipments and to levy damages/charges (along with the applicable GST amount) on you of Rs. 1,00,000/- (Rupees One Lac only) per shipment or of such other amount as decided by Emiza in its sole discretion.
- 3.10. Remittance of COD amount:
 - 3.10.1. Would be made on the next working day of receipt of COD amount from the Courier Company.
 - 3.10.2. COD remittances are processed on designated working days between Monday to Friday and as advised from time to time. Any changes in the COD remittance frequency or cycle, shall be communicated to the registered email id and the same shall be applicable for your account.
 - 3.10.3. The remittance of the COD amount will be made within 8 working days (variations or delays could arise depending on destination city, frequency of cash management service for respective destination center of the courier company, force majeure events, technical or system breakdowns or failures for the courier company or Emiza) from the delivery date of the concerned shipment.
 - 3.10.4. However, the said COD amount will not be paid or will have to be refunded by the User (if already paid) for the shipments which were originally booked on COD, however which were subsequently modified.
 - 3.10.5. In case the COD amount which is already remitted to the User due to wrong status (delivered) updated by courier partner, the same amount shall be deducted from future COD payments.
 - 3.10.6. Further, in the event Emiza is not able to remit the COD amount to the User within a period of 365 days from the due date, due to any reason which is not attributable to Emiza (including incorrect bank details provided by the User), then the User hereby agrees to waive all its rights and claims against Emiza and its logistics partners arising out of or in relation to non-payment of the COD amount and Emiza shall have an unconditional right to forfeit such unclaimed COD amount after the expiry of said 365 days.
 - 3.10.7. Any queries in relation to COD remittance should be raised as a ticket on email address mentioned on the Website.
- 3.11. For any claims by the User the signed copy of the manifest sheet of the pick-up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.
- 3.12. **Said To Contain Basis & Inspection:** It is expressly understood by and between the Parties that all products agreed to be delivered by Emiza or its logistics partners are on **"SAID TO CONTAIN BASIS"** i.e. Emiza or its logistics partners shall be under no obligation and is not expected to verify the description and contents of the products declared by the User on the docket and as such, the User shall undertake and ensure to make proper, true, fair, correct and factual declaration on the docket regarding description and value of products. The User indemnifies Emiza and the Service Provider against all claims arising on account of the contents of the shipment. Further, Emiza is not responsible in any way whatsoever for the merchantability of the products.

4. TERMS OF PAYMENT FOR PREPAID & SECURED POSTPAID ACCOUNTS WITH ROLLING CREDIT

4.1. TERMS OF PAYMENT FOR PREPAID ACCOUNTS:

- 4.1.1. User shall agree to deposit an amount in their respective account to use our Services as per the prepaid model. This [Clause 4](#) shall be applicable only in case of pre-paid accounts.
- 4.1.2. User agrees to recharge their account credits by adding money (through NEFT, RTGS, Credit Card, Debit Card, UPI, using different wallets (eg: PayTM, Amazon Pay, PhonePe, GooglePay, etc.) to the account (also

known as Emiza Credit Account) and choose the amount according to your business needs and you can use this amount to ship through air and surface both.

- 4.1.3. Emiza reserves the right to activate your account, once the credit of charged amount has been made by the User.
- 4.1.4. User shall agree that with the shipment weight, it will automatically get deducted from your credit weight. As per the norms of Emiza logistics, you will be charged a minimum of 0.5 kgs (or in multiples for the service type used) for your air shipping and either a minimum of 0.5 kgs or 1 kgs or 5 kgs or 10 kgs or any other minimum weight defined for a carrier (or in multiples for the service type used) for your surface shipping. Please note that the weight charges applied by the courier companies may differ but however such charges shall be adjusted in/from your Emiza Credit Account limit on your Emiza account after pick up of the shipment.
- 4.1.5. Emiza shall issue an invoice which will get auto adjusted (if applicable) against the credit in your account as the following conditions:
 - 4.1.5.1. If the invoice amount is more than the credit in your account: User shall agree that in case where the invoice amount is more than the credit in your account, the freight invoice will be marked as unpaid, and it will constantly get reflected in you panel and invoice history. If you fail to pay the invoice amount, then the outstanding amount shall be adjusted from the COD and/or the shipping will be suspended. To continue using Emiza Services, you need to recharge your account for the unpaid invoice as well the new shipping limit.
 - 4.1.5.2. If the invoice amount is less than the credit in your account: User shall agree that in case where the invoice amount raised is less than the credit in your account, the freight invoice amount will be automatically adjusted from your credit (if not already adjusted) and shall be marked as paid. The User shall then continue using Emiza Services from the remaining credit amount. If as on the date of issuance of the invoice, freight invoice amount has already been adjusted from the credit in your account, the invoice shall be generated with marked as paid.
- 4.1.6. User shall agree that it will be your responsibility to verify the invoices and inform Emiza within 5 (five) working days in case of any disputes regarding the contents of the invoice.
- 4.1.7. For any claims by the User like wrong freight being applied, Cash on Delivery missing, pilferage, in transit damage - the signed copy of the manifest sheet of the pickup against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.
- 4.1.8. If due to any reason (including but not limited to the reason of weight discrepancy), the balance amount of the User in the Emiza wallet becomes negative, then Emiza shall inter-alia have the right to hold/retain the COD Amounts for the shipments of the User.
- 4.1.9. The credit balance in the Emiza wallet shall be available for booking shipments only for a period of 1 years from the last shipment date. In case, the User does not book any shipment for a continuous period of 1 years, then Emiza shall have an unconditional right to forfeit such credit balance in the Emiza wallet after the expiry of 1 year from the last shipment date.
- 4.1.10. The User can request Emiza to refund the credit balance of the wallet. 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 wallet is being/has been used by the User for any unscrupulous/illegal activities or for purposes other than for payment to EMIZA.

4.2. **TERMS OF PAYMENT FOR SECURED POSTPAID ACCOUNTS WITH ROLLING CREDIT**

- 4.2.1. This Clause shall be applicable only in case of secured postpaid accounts with rolling credit, and not for normal prepaid accounts.
- 4.2.2. User agrees to recharge their Emiza Credit Account by transferring COD receivable (Delivered but COD receipt pending) amount from their account panel and choose the amount according to your business needs and you can use this amount to ship through air and surface both.
- 4.2.3. Emiza reserves the right to activate your account once the shipping credit has been made by the User. Thereafter, Emiza reserves the right to grant a rolling credit limit to the User based on shipment shipped by User. If required, the User may increase its credit limit (over and above the limit granted by Emiza) by recharging its Emiza Credit Account.
- 4.2.4. Emiza reserves the right to adjust the used credit limit amount from the upcoming remittance of the User.
- 4.2.5. User shall agree that with the shipment weight, it will automatically get deducted from your credit weight. As per the norms of Emiza logistics, you will be charged a minimum of 0.5 kgs (or in multiples of the service

selected) for your air shipping and either a minimum of 0.5 kgs or 1 kgs or 5 kgs or 10 kgs or any other minimum weight defined for a carrier (or in multiples for the service type used) for your surface shipping. Please note that the weight charges applied by the courier companies may differ but however such charges shall be adjusted in/from your Emiza Credit Account limit on your Emiza account after pickup of the shipment.

- 4.2.6. Emiza shall issue an invoice which will get auto adjusted (if applicable) against the credit in your account as the following conditions:
 - 4.2.6.1. If the invoice amount is more than the credit in your account: User shall agree that in case where the invoice amount is more than the credit in your account, the freight invoice will be marked as unpaid, and it will constantly get reflected in your panel and invoice history. If you fail to pay the invoice amount, then the outstanding amount shall be adjusted from the COD and/or then the shipping will be suspended. To continue using Emiza Services, you need to recharge your account for the unpaid invoice as well the new shipping limit.
 - 4.2.6.2. If the invoice amount is less than the credit in your account: User shall agree that in case where the invoice amount raised is less than the credit in your account, the freight invoice amount will be automatically adjusted from your credit (if not already adjusted) and shall be marked as paid. The User shall then continue using Emiza Services from the remaining credit amount. If as on the date of issuance of the invoice, freight invoice amount has already been adjusted from the credit in your account, the invoice shall be generated with marked as paid.
- 4.2.7. User shall agree that it will be your responsibility to verify the invoices and inform the Emiza within 5 (five) working days in case of any disputes regarding the contents of the invoice.
- 4.2.8. For any claims by the User like wrong freight being applied, Cash on Delivery missing, pilferage, in transit damage - the signed copy of the manifest sheet of the pickup against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.
- 4.2.9. If due to any reason (including but not limited to the reason of weight discrepancy), the balance amount of the User in the Emiza Credit Account becomes negative, then Emiza shall inter-alia have the right to hold/retain the COD Amounts for the shipments of the User.
- 4.2.10. The credit balance in the Emiza wallet shall be available for booking shipments only for a period of 1 year from the last shipment date. In case, the User does not book any shipment for a continuous period of 1 year, then Emiza shall have an unconditional right to forfeit such credit balance in the Emiza Credit Account after the expiry of 1 years from the last shipment date.

5. RETURNS / RETURN TO ORIGIN ("RTO") OF THE PRODUCTS

- 5.1. Emiza reserves the right to return to the User, the products which are not accepted by the customer for any reason whatsoever, at the location(s) as specified by the User.
- 5.2. Emiza reserves the right to apply the RTO (return to origin) charges same as the agreed shipping rates.
- 5.3. User shall agree that the returns will be initiated by the logistics partners for all products which are not accepted by the customer or could not be delivered to the customer for any reason whatsoever. You will ensure that such products are accepted at the location(s) specified by you and share the Airway bill number against which the shipment returned to the User.
- 5.4. In case of non-acceptance of the RTO shipment by the User or in case the User is not reachable for RTO shipment, Emiza reserves the right to levy suitable demurrage/incidental charges for extended storage of such products for any period exceeding 5 (Five) business days from initiation of the returns and up to 30 (thirty) days from such date. In case of non-acceptance of the products beyond 30 (thirty) days, Emiza has the right to dispose such products and the User will forfeit all claims in this regard towards Emiza and, the User will be required to pay charges for disposing the product, along with all other charges (including demurrage/incidental charges). Further in such a case, Emiza shall inter-alia have the right to: (a) retain the COD Amounts of the defaulting User; and/or (b) retain the custody of the shipments of the defaulting User which are in the possession of Emiza or it's logistics partner(s); and/or (c) forfeit the security deposit amount of the defaulting User (if any) lying with Emiza.
- 5.5. The User agrees that RTOs cannot be revoked in general circumstances and any option to revoke RTO status of shipment to deliver to the consignee (end consumer) is subject to approval of the Service Provider.
- 5.6. The User agrees to check in advance with the customer support team of Emiza, on feasibility of revoking RTO status of a COD marked shipment to be delivered as a COD shipment. Service Provider may revoke the RTO status of a COD shipment on request and may deliver the shipment as a prepaid shipment. The User agrees to waive off any right to claim COD of such shipment delivered as prepaid

6. REVERSE PICKUPS

- 6.1. "Reverse Pickup" means collection of the products by Emiza's Logistics Partner from the end customer's address as

- specified by the User and the delivery of such products at a location mutually agreed between the Parties.
- 6.2. User shall agree that in case of a reverse pick up of orders, it shall be their responsibility to pay any additional reverse pick up charges shared by Emiza from time to time and visible in the account panel against the service plan selected by the User.
 - 6.3. Emiza and Emiza's logistics partners shall not be responsible for verifying the contents of the products handed over by the customer to its delivery personnel in case of reverse pick-up service without quality check. The packaging of such products shall also be the sole responsibility of the customer. The packaging should be good enough to ensure no damage in transit. The sole responsibility of the contents of the packed consignment shall lie with the end customer. Emiza and Emiza's logistics partners shall be, in no way, responsible for any shortage or damage of such consignments unless the same is caused solely due to the gross negligence of the Logistics Company.
 - 6.4. Emiza's logistics partners shall verify basic details of the products as per defined parameters at the time of pick up from your end consumer, in case of reverse pick-up service with quality check. The responsibility of providing accurate, descriptive, and vivid details is of the User and the responsibility of handing over the correct product along with its accompanied packaging is that of the end consumer. Emiza and its logistics service provider is not responsible for the condition of the product and package provided by the end consumer. The packaging should be good enough to ensure no damage in transit. The sole responsibility of the contents of the packaged consignment shall lie with the end consumer. Emiza and Emiza's logistics partners shall be, in no way, responsible for any shortage or damage of such consignments unless the same is caused due to the gross negligence of the Logistics Company.
 - 6.5. Emiza and its logistics service provider shall not be responsible towards any claim for damaged / used products requested for reverse pick-up, irrespective of with or without quality check.
 - 6.6. It is the responsibility of the User/its customer that on receipt of the shipment initiated through reverse pickup, share the AWB number on which the logistics partner has delivered the shipment.
 - 6.7. The User agrees that there shall be no claim accepted towards Reverse Pickup of Damaged products from the end consumer.

7. INDEMNIFICATION & LIABILITY

- 7.1. Notwithstanding anything contrary contained in this Agreement, the maximum liability of Emiza per shipment will be as per the Maximum Liability Limit mentioned in the pricing proposal against each courier company & service type in case of a claim under this Agreement (due to any reason including damage, lost, theft, etc.) by the User, provided that such claim is raised by the User within the timelines specified under this Agreement and, in any event, either not later than thirty (30) days from the shipment pick up date or twenty four (24) hours of shipment delivery- failing which the User forfeits and waives its rights for such claim. Any claims by the User should be submitted within the specified time along with the copy of the signed shipping manifest.
- 7.2. In case the maximum liability is not mentioned against any carrier – service that the User has availed off, for all accepted claims, Emiza's liability is limited to lower of INR 500 or product value or COD collectable value, or cost of reconstruction or Cost of replacement.
- 7.3. The User forfeits and waives off any right to claim for shipment delivered to end consumer or delivered to the User on clean Proof of Delivery (POD), i.e., there is no remark mentioned on the POD about visible damage or tampering.
- 7.4. In relation to the above, it is clarified that:
 - 7.4.1. In case of a claim under this Agreement by the User (due to any reason including damage, lost, theft, etc.), Emiza shall only be liable to pay as per the Maximum Liability Limit mentioned in the pricing proposal against each courier company & service type or the product value or the invoice value or the cost of reconstruction or the cost of replacement or COD collectable value of the shipment, whichever is less, except in cases where Emiza has received a request from the User (within 7 days of the lost/damage declared date) for procuring certificate of facts (COF) from the concerned courier company, as per the terms of the proposal and provision to facilitate or non-facilitate issuance of COF by various courier company. In such a case, where the courier company facilitates issuance of COF, Emiza shall only be required to arrange the COF from the concerned courier company and will not be liable to pay any compensation to the User. Facilitating First Information Report (FIR) for any lost, damage, theft, etc. is at the discretion of the Service Provider and the User waives off all right to claim & demand a copy of FIR, if rejected by the Service Provider. Where a courier company does not facilitate issuance of COF and/or filing of FIR, Emiza's liability is limited to the maximum liability limit as per the terms of the pricing proposal.
 - 7.4.2. In case of failure on part of the User to mention the product value and/or invoice value and/or COD collectable value and/or product description, the User Forfeits and waives all right to claim against such shipments and Emiza and the courier company shall not be liable for any claim against such shipments
 - 7.4.3. Any approved claim as per the maximum liability limit shall be updated against the account as a Credit Note (CN)
 - 7.4.4. In relation to claims for damage shipments, it is hereby clarified that the amount of compensation shall depend upon the quantum/percentage of damage as against the full product value of the shipment; and

- 7.4.5. the User agrees to forfeit and waive off any right to claim for damage to the product, packaged inside a package; and
- 7.4.6. In case of claims pertaining to international shipments, the maximum liability shall not apply, and the liability of Emiza shall be limited to the amount of compensation it will receive from the concerned courier partner (based on their respective policy not limited to service product, origin country, destination country, product, value of shipment). For e.g., in case of any international shipment through DHL / Bluedart / FedEx / UPS / TNT / Aramex / Bombino / DTDC / Delhivery / etc., the User shall be compensated as per the following policy of DHL / Bluedart / FedEx / UPS / TNT / Aramex / Bombino / DTDC / Delhivery / Etc. (subject to any subsequent change by DHL / Bluedart / FedEx / UPS / TNT / Aramex / Bombino / DTDC / Delhivery / Etc.)
 - 7.4.6.1. The maximum liability limit of the international courier company shall be as per the service type selected, the product shipped, origin country, destination country, value of the shipment.
- 7.4.7. Any claim amount already credited to the User on account of incorrect status or shipment shall be refunded by the User (by way of deduction from the User's wallet, future COD amounts or otherwise) in case the concerned shipment has been traced and Delivered / RTO Delivered / Reverse Delivered to the Consignee / Shipper.
- 7.5. The User agrees that all claims relating to: (i) damage to the shipment must be notified to Emiza in writing within twenty-four (24) hours of the delivery of shipment; and (ii) loss/theft of the shipment must be notified to Emiza in writing within thirty (30) days of the shipment pickup date or twenty-four (24) hours of shipment delivery date.
- 7.6. It is hereby informed and agreed by the User, that Emiza and/or its courier partner shall not be responsible and / or be liable for any claims, loss, damage, theft, misappropriation or consequences arising out of contents of any such shipments which include liquid items/products (including but not limited to liquid cosmetic and beauty products) and/or perishable items/products and/or fragile item/products and/or precious items/products and/or any document (critical or non-critical)
- 7.7. It is hereby informed and agreed that Emiza and/or its courier partner shall not be responsible for any pilferage or lost shipments for shipments packaged in non-branded (i.e., without company's trademark) package sealed by non-branded adhesive tape.
- 7.8. It is hereby informed and agreed that Emiza and/or its courier partner shall not be responsible for any statutory/airline/port authority/rail authority/rail operator claim due to any reasons not limited to contents of shipments, inadequate documentation, leakage, and damage to other parcels caused due to the User's shipments and the User agrees to indemnify Emiza and its courier partner against any such claim
- 7.9. The User agrees that Emiza and the Service Provider assumes no liability to the User or any other person for any loss or expense due to the User's failure to comply with any provisions.
- 7.10. It is hereby informed and agreed that EMIZA and/or its courier partner(s) shall not be responsible for any damage to the shipments which include liquid or fragile items/products (including but not limited to liquid cosmetic, beauty products and glass items).

8. TERMINATION

- 8.1. Emiza services stay active till 5 (Five) 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.
- 8.2. The customer can request for termination by simply writing an email to the support email address mentioned on the Website with the following information and request of termination:
 - 8.2.1. Name of the Entity.
 - 8.2.2. Name of the webstore; and
 - 8.2.3. Reason for termination.
- 8.3. The termination of this Agreement shall be without prejudice to the accrued rights of Either Party, including (without limitation) the shipping, payment, and any other liability of that Party to the Other Party.

ANNEXURE B - Prohibited / banned, dangerous, restricted products and services:

You shall not, directly, or indirectly, offer or attempt to offer or trade or attempt 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.

Without prejudice to the generality of the above, Emiza does not permit hosting / selling / shipping of following items:

1. **“Securities”** within the meaning of the Securities Contract Regulation Act, 1956, including shares, bonds, debentures, etc. and / or any other financial instruments / assets of any description. While this does not prevent a share broking firm to host its website with Emiza, the trading of the shares through an e-store made available by Emiza (or Emiza stores) is prohibited.
2. Living, dead creatures and / or the whole or any part of any animal which has been kept or preserved by any means whether artificial or natural including rugs, skins, specimens of animals, antlers, horns, hair, feathers, nails, teeth, musk, eggs, nests, other animal products of any description the sale and purchase of which is prevented or restricted in any manner by applicable laws (including those prohibited under The Wildlife Protection Act, 1972).
3. Weapons of any description.
4. Liquor, tobacco products, drugs, psychotropic substances, narcotics, intoxicants of any description, medicines, palliative / curative substances.
5. Religious items, including books, artifacts, etc. of any description or any other such item which is likely to affect the religious sentiments of any person.
6. **“Antiquities”** and **“Art Treasures”** in violation of the provisions of the Antiquities and Art Treasures Act, 1972(**“the Act”**).
7. Used cellular phone SIM Cards.
8. Furthermore, you agree to display and adhere to a term of use or other user-type agreement, as well as a privacy policy, governing Your operation of your Store and your conduct with your Store’s customers.

Dangerous Goods:

1. Oil-based paint and thinners (flammable liquids)
2. Industrial solvents
3. Insecticides, garden chemicals (fertilizers, poisons)
4. Lithium batteries
5. Magnetized materials
6. Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
7. Fuel for camp stoves, lanterns, torches, or heating elements
8. Automobile batteries
9. Infectious substances
10. Any compound, liquid or gas that has toxic characteristics
11. Bleach
12. Flammable adhesives
13. Arms and ammunitions (including air guns)
14. Dry ice (Carbon Dioxide, Solid)
15. Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air

Restricted Items:

1. Precious stones, gems, and jewellery
2. Uncrossed (bearer) drafts / cheque, currency, and coins
3. Poison
4. Firearms, explosives, and military equipment.
5. Hazardous and radioactive material
6. Foodstuff and liquor
7. Any pornographic material
8. Hazardous chemical items

Counterfeit or Fraud Products/Shipments:

It is the policy of Emiza to conduct all business activities in compliance with the rules and regulations applicable to the industry and laws of India, with the highest ethical standards. In this regard, Emiza has a zero-tolerance policy with respect to counterfeit or fraud products/shipments (including products/shipments which are misrepresented in their origin or quality, or which are fake, cloned, duplicate or likewise products/shipments).

Accordingly, in the event Emiza believes that you or any of your customer are shipping/selling (or have shipped) counterfeit or fraud product/shipment (including any counterfeit electronic product, not limited to mobile phones, smart watches and likewise products), Emiza would inter-alia have the right:

- i. to seize such product/shipment,
- ii. to report the incident to the appropriate government authority/police station,
- iii. to blacklist you/your customer from trading/doing business with Emiza,
- iv. to levy liquidated damages of upto Rs. 10,000 per counterfeit/fraud shipment (amount and counterfeit/fraud shipment to be decided by Emiza at its sole discretion) and applicable GST amount on said damages, on account of estimated legal expenses which will be spent by Emiza or actual expenses in case the actual amount exceeds the above threshold of Rs.10,000/-,
- v. to levy liquidated damages of up to Rs. 1,00,000 (and applicable GST amount on said damages) on you/your customer (amount to be decided by Emiza at its sole discretion) on account of causing reputational and goodwill loss to Emiza,
- vi. to levy/charge a **“security deposit”** of an appropriate amount (amount to be decided by Emiza at its sole discretion) from you to cover any future losses which Emiza may incur on account of counterfeit/fraud shipment made by you,
- vii. to block/retain the entire COD amount of yours/your customer lying with Emiza/its courier partner,
- viii. to seize all the products of yours/your customer lying with Emiza/its courier partner and to dispose such products (without any intimation to you) after a period of 90 days from the date of seizure, and/or
- ix. to forfeit the entire security deposit amount lying with Emiza.

Disputed Shipments/Cases:

Emiza, in its sole discretion, shall have the right to levy damages/charges (along with the applicable GST amount) on you in relation to shipments/cases which have been disputed by the courier companies, your customers or by any third party (including any governmental authority/department). The amount of said damages/charges shall be decided by Emiza in its sole discretion and may vary from case to case.

Shipping Non-Essential Items in Government Prohibited Areas

In the event Emiza believes that you are shipping (or have shipped) non-essential items/products in the restricted/prohibited area (such as red and containment zone/area, as declared by the Central or the relevant State Governments of India), then Emiza would inter-alia have the right to levy penalty or liquidated damages on you of Rs. 10,000 per shipment (along with applicable GST amount) on account of estimated legal expenses which will be spent by Emiza and for causing of reputational and goodwill loss to Emiza, or the actual damages/losses/expenses in case the actual amount exceeds the above minimum threshold of Rs.10,000/-, as may be determined at the sole discretion of Emiza.