

MERCHANT AGREEMENT

KLOUDSHIP E-Commerce and Shipping (ECS) UI and Carrier Service API (CSA)

This Merchant Agreement (“**Agreement**”) is between (you/company/individual/firm/partnership/body corporate), together with any company or other business entity you are representing, if any (hereinafter collectively referred as “**Merchant**” or “**User**” or “**You**”); and **Impledge Technologies LLP**, a Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its Registered Office at 117-B, Pocket-C, Mayur Vihar Phase-2, Delhi, India - 110091, offering ‘E-Commerce and Shipping (ECS) UI and Carrier Service API (CSA)’, under the name ‘**KloudShip** (hereinafter referred to as “**KloudShip**” or “**we**” or “**Company**”), and together with the User referred jointly as the “**Parties**” and individually as a “**Party**”.

INTRODUCTION

This Agreement comes into effect when you register to use the Services (*as defined below*), or click on “**Continue**” box, and accept the terms and conditions provided herein.

By registering or clicking on the ‘Continue’ box, you signify your absolute, irrevocable, and unconditional consent to all the provisions of this Agreement in its entirety. This Agreement constitutes a legally binding agreement between you and KloudShip. This Agreement defines the terms and conditions under which you’re allowed to use the KloudShip’s website (“**Website**”), and how KloudShip will treat your account while you are a member. If you have any questions about our terms, feel free to contact us at support@kloudship.com.

You are advised to read this Agreement carefully. You expressly represent and warrant that you will not avail the Services if you do not understand, agree to become a party to, and abide by all the terms and conditions specified below. Any violation of this Agreement may result in legal liability upon you.

The Website and the online/ offline services of KloudShip or its affiliates, provides access to a platform that facilitates more comfortable form of e-commerce where you can use the logistics services according to your requirements within India and in countries designated by KloudShip from time to time (“**Service(s)**”).

This Agreement, among other things, provides the terms and conditions for use of the Services, primarily through a web-based practice management software hosted and managed remotely through the Website.

This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system, and does not require any physical signatures. This Agreement is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing of the rules and regulations, privacy policy and terms of usage for access or usage of the website/ service.

KloudShip reserves the right to modify the terms of this Agreement, at any time, without giving you any prior notice. Your use of the Service following any such modification constitutes your agreement to follow and be bound by the terms of the Agreement, as modified.

Any additional terms and conditions, standard operating procedures (**SOPs**), service-level agreements (**SLAs**), scope(s) of work (**SOWs**), terms of use, disclaimers, and other policies applicable to general and specific areas of this Agreement, Website and/or Service shall be construed to form an integral part of this Agreement and any breach thereof will be construed as a breach of this Agreement.

Your access to use the Services will be solely at the discretion of KloudShip.

1. USER ACCOUNT USAGE

1.1 This Agreement is a master agreement which governs the relationship between the Parties in relation to one or more business (B2B) services that are offered by KloudShip to the User as briefed in **Annexure-A**, which shall *inter-alia* be subject to the terms and conditions specified in **Annexure-B** (*Logistics Service Specifications*). KloudShip hereby authorizes the User to view and access the content available on the Website solely for ordering, receiving, delivering, and communicating as per this Agreement. The contents of the Services, information, text, graphics, images, logos, button icons,

software code, design, and the collection, arrangement, and assembly of content on the Website (collectively, "**KloudShip Content**"), are the property of KloudShip and are protected under copyright and other laws. The User(s) shall not modify the KloudShip Content or reproduce, display, publicly perform, distribute, or otherwise use the KloudShip Content in any manner, without the consent of KloudShip.

1.2 The User agrees not to transfer or share (including by way of sublicense, lease, assignment, or other transfer, including by operation of law) their log-in or right to use the Service to any third party. The User shall be solely responsible for the behaviour/conduct of anyone to whom they have authorised/ provided their login details and any accessible information to use KloudShip's products and services, especially with reference to the manner they interact with such products and services, using the User's login details. The User shall ensure that any such individual/organisation/entity including but not limited to employees, directors, associates, principals, agents etc. who have been authorised to use the Services are in compliance with the terms laid out in this document in letter and spirit. Any violation of the terms and/or conditions of this Agreement by any such person/entity/entity shall be deemed to be a violation thereof by the User, towards which KloudShip shall have no liability or responsibility.

1.3 The user agrees that multiple users are not permitted to share the same/single log-in. You agree and understand that you are responsible for maintaining the confidentiality and safety of passwords associated with any log-in you use to access the Services.

1.4 The User agrees that any information given to KloudShip will always be true, accurate, correct, complete and up to date to the best of his/her/their knowledge. Any phone number used to register with the Service be registered in the name of the User and you might be asked to provide supporting documents to prove the same.

1.5 The user agrees that they will not use the Services provided by KloudShip for any unauthorized and unlawful purpose. The User will not impersonate / defraud/mislead any entity / person / organisation / individual affected by this agreement. The User shall abide by a duty of care with respect to the Usage of KloudShip's services and maintain good, fair and honest conduct all throughout in a manner that befits an actor acting in good faith in a bonafide manner.

1.6 The user agrees that they will use the Services only for purposes that are permitted by: (a) the terms of usage as outlined in this Agreement; 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).

1.7 The user agrees not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by KloudShip, unless you have been specifically allowed to do so in a separate agreement with KloudShip.

1.8 The user agrees that they will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

1.9 The user agrees that they are solely responsible for (and that KloudShip has no responsibility to you or to any third party for) any breach of their obligations under this Agreement and for the consequences (including any loss or damage which KloudShip may suffer) of any such breach.

1.10 The user agrees that their use of the Services is at their sole risk and that the Services are provided "as is" and "as available". KloudShip is not bound to alter/modify/customise their services and products as per the whims and fancies of the User. However, Kloudship may at it's own discretion provide any customisation or modification to the User.

1.11 The user agrees that Kloudship is bound to follow and adhere to prevailing laws, rules and regulations. As a result of which certain components of this agreement may be affected with respect to the products and services and any modifications thereto, offered by KloudShip if any change in policy, rule, regulation, law is made or proposed by a governmental/ government-like body. Thus Kloudship may be bound to change and alter its services and products in order to abide by any new law/policy

regulation and such change/ alteration/modification may affect the User negatively, which is a risk that the User agrees takes upon themselves willingly and voluntarily.

2. FEES AND PAYMENT

2.1 The user agrees that the billing credentials provided by them for any purchases from KloudShip will be accurate and they shall not use billing credentials that are not lawfully owned and operated by them.

2.2 The User agrees to pay all 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 attempt to (directly or indirectly) circumvent the fee structure.

2.3 The User agrees that the applicable shipping rate will be charged as per the rate displayed at the time of rating the shipment.

2.4 The User agrees that unless otherwise specified, all fees displayed at the time of shipment finalisation process shall be exclusive of taxes, and the taxes such as the Goods and Service tax and other statutory taxes, as applicable, shall be levied on every purchase/use/utilisation of Service/Product.

2.5 The User agrees that Goods and Service tax and other taxes are applicable as per taxation law. The User is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting under applicable law. KloudShip is in no way responsible for any of the taxes or legal/statutory compliances of the User/User's associated parties or affiliates.

2.6 The User is currently using the platform on a "as is" basis, for which they agree that at present there are no additional charges being imposed on them. However, this is not applicable in case the User has negotiated any additional terms/contract/deliverables with KloudShip for which they may decide to hold KloudShip accountable by virtue of a negotiated agreement/ specific contract of performance/ Statement of Work/Statement of Purpose/Service Level Agreement. The User agrees that Further KloudShip will charge you only based upon the number of packages you ship via its platform and the shipment fee, for each package is shown before printing the label. By printing the label, you agree that you understand the associated cost of shipment and KloudShip may charge you the same in one of the two models:

- Prepaid (Shipment Fee shall be deducted from the account balance)
- Postpaid (Shipment fee shall be billed in invoice to customer)

2.7 The User agrees that in future, KloudShip has the full authority to add or alter its services and the charges levied upon the User for them. These new/altered services or functional/non functional changes may require Kloudship to alter the fees they charge at any given point in time. KloudShip shall have sole and complete discretion to determine the same. KloudShip shall be at liberty to alter/reduce/add such fees, if it deems necessary. This also includes charging for the services which at any point of time may have been provided to the User without any cost/charges/fees.

2.8 Below given are the terms applicable to prepaid customers only.

2.8.1. In case if there is not enough usable balance in your prepaid account then the user account will not be able to print new labels.

2.8.2. 20% of the total shipping spend on non-delivered shipments shall be blocked for potential future returns to origin shipments.

2.8.3. Amount reserved for return to origin shipments shall increase based upon total number of returns per account.

2.8.4 The User can request KloudShip 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, KloudShip 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 KloudShip 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 KloudShip.

2.9 Below given are the terms applicable to Postpaid customers only.

2.9.1 KloudShip may, from time to time, in its sole discretion, provide/allocate a credit limit to the Postpaid customers which can be used to print labels for new shipments and for return to origin shipments within a specified time.

2.9.2 If applicable, KloudShip shall raise an invoice for the Services amount (if payable) once every month (preferably at the end of the month) or when customer credit limit for customer is exhausted. The invoice shall be available on the billing / payments section of the User's dashboard on KloudShip platform.

2.9.3 The User shall be required to clear the invoice within 7 (seven) days from the date of the invoice.

2.9.4 The payment process would be considered to be complete only on receipt of full fees and all other charges (as payable) into KloudShip's designated bank account.

2.9.5 If the User fails to pay the full invoice amount in accordance with the time period mentioned above or any other amounts/charges payable under this Agreement by the due date, then KloudShip will have the right to: suspend customer account-and/or (ii) 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.

2.10 KloudShip reserves the right to modify the fee structure. No other communication is necessary other than displaying the applicable rates in the Shipment Rating workflow.

2.11 In order to process the fee payments and settlements with courier partners, KloudShip might require details of User's bank account, credit card number and other such financial information. Users shall be responsible to maintain the credibility and confidentiality of such information provided by Users.

2.12 In case the declared weight differs and is less than the actual weight, then shipping charges will be revised to actual weight. You will be notified regarding such discrepancy in the weight (on the dashboard) and will be given 7 (seven) working days' notice to either accept or reject the updated weight. In the event, you accept the updated weight the same will get billed and if you reject the updated weight the same will not get billed until the matter is rectified/resolved. Further, in case you do not accept or reject the updated weight, the same will be auto accepted in 7 (seven) working days' time period. 'Working Days' in this clause shall mean days on which KloudShip is open for business, other than Saturday, Sunday and days declared by KloudShip as holidays.

3. LIABILITY

3.1 The User agrees that KloudShip is only a technology platform and for any lost or damaged packages KloudShip shall not be held liable. KloudShip users may check or avail the liability compensation provided by the selected courier vendor at their own option for which KloudShip shall not be held liable. In general, most of the courier vendors provide zero or minimal liability per package. When shipping a valuable item, KloudShip users are strongly advised to opt for/ select insurance special service and ship their packages via Courier partners who support such insurance (if any).

3.2 The User agrees that KloudShip 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 KloudShip, where the User has consented for the same.

3.3 The User agrees that KloudShip does not provide or make any representation, warranty, or guarantee, express or implied about the Services. KloudShip 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.

3.4 The User agrees that in no event, including but not limited to negligence, shall KloudShip, 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/informed of the possibility of such damages.

3.5 The User agrees that in no event shall the Protected Entities be liable for failure on the part of the Users, to provide agreed Services. In no event shall the Protected Entities be liable for any activity in relation to the Services provided to a User.

3.6 The User agrees that 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.

4. GENERAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

4.1 it has all necessary rights, powers, and authority to enter into and perform this Agreement; and

4.2 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.

5. INDEMNITY

5.1 The User ("**Indemnifying Party**") hereby agrees to indemnify, defend and hold KloudShip, its affiliates, officers, directors, employees, contractors, sub-contractors, consultants, licensors, other third party service providers, agents and representatives ("**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 and employees); (c) violation of applicable law by the Indemnifying Party (and/or its officers, directors and employees); (d) wrongful or negligent act or omission of the Indemnifying Party (and/or its officers, directors and employees); (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 and employees); and (f) any duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatever name called, levied on the shipments.

5.2 KloudShip 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 KloudShip with all reasonable assistance, at the User's expense, in defending any such claim, loss, liability, damage, or cost.

6. COMPLIANCE WITH LAWS

Each Party shall at all times and at its/his/her own expense: (a) strictly comply with all applicable laws (including state, central and custom/international laws/statutes), 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 etc. from any authority to the extent necessary to perform its obligations hereunder.

7. USE OF CONFIDENTIAL INFORMATION

7.1 Each Party may be given access to Confidential Information from the other Party in order 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 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:

- (a) 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 to do so by the Disclosing Party;
- (b) 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.
- (c) not, without the prior 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.
- (d) 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
- (e) promptly, upon termination or expiration of this Agreement, to the extent possible, return and confirm the return of all originals, copies, reproductions, and summaries of Confidential Information or, at the option of the Disclosing Party, destroy and confirm 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 Party.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The User agrees that the Intellectual Property rights in all the materials that have been developed by KloudShip and provided to the User, shall vest with KloudShip.

8.2 The User 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 KloudShip.

8.3 The User agrees that 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 The User agrees that they cannot rebrand or reuse KloudShip API without an explicit white-labelling contract for KloudShip. User acknowledges that this merchant agreement qualifies them to use the KloudShip API and UI as is without any changes or suppressing any changes to the system or artifacts generated by the KloudShip system.

9. NON-SOLICITATION

9.1 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 KloudShip, 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 KloudShip.

10. TERM 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, KloudShip 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 KloudShip for any of its Services which the User has availed in accordance with this Agreement. KloudShip shall not be liable to the User or any third party for any termination of User's access to the Services.

10.3 KloudShip reserves the right to immediately terminate this Agreement in cases where:

- (a) the User breaches any terms and conditions of this Agreement.
- (b) KloudShip believes in its sole discretion that the User's actions may cause legal liability for such User or for KloudShip or are contrary to the terms of use of the Services, or terms of this Agreement; and
- (c) KloudShip deems fit for its own convenience, without providing any reason.

10.4 Once suspended, indefinitely 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 KloudShip in writing.

11. MISUSE OF THE SERVICES

KloudShip 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 KloudShip, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, KloudShip has adopted a policy of terminating accounts of Users who, in KloudShip's sole discretion, are deemed to be repeat infringers of any terms of use even after being warned by it. In addition, KloudShip may also restrict, deactivate, suspend, or terminate the account of any User upon the request/instructions of KloudShip courier vendor.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by the laws of India and subject to the Clause below, fall under the exclusive jurisdiction of the District Court at Saket, New Delhi. The appellate jurisdiction for the same shall be vested with the Hon'ble High Court of Judicature at Delhi and finally with the Supreme Court of India. This exclusive jurisdiction is 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 New Delhi 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 KloudShip. 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

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 about 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 notice to the other Party.

15. ENTIRE AGREEMENT, ASSIGNMENT AND SURVIVAL

15.1 This Agreement, the annexures and any other documents entered 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 KloudShip, 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 KloudShip, the SOPs/SLAs issued in furtherance to this Agreement, shall supersede 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 consent of KloudShip.

15.3 The provisions which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

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. No relationship of tenant-landlord, bailor-bailee, employer-employee is established before/after the signage of this agreement.

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

Unless explicitly mentioned 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

20.1 If any User has any question, issue, complaint regarding any of our Services, please contact our customer service at support@kloudship.com.

20.2 The User hereby agrees and provides his consent to receive communications, correspondences, updates, notifications, etc. from KloudShip 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.

20.3 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 KloudShip from time to time; (ii) provides his consent for verification of the information and documents submitted to KloudShip in order to establish its genuineness in the manner permitted by applicable laws; and (iii) provides his consent and further authorizes KloudShip to share his relevant details and documents (including but not limited to business/registered name(s), phone number(s), address(es), email-id(s), PAN card, 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.

21. DEFINITIONS AND INTERPRETATION

21.1 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:

“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;

“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

“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, trade secret, trade right, formula, computer program, software, database and data right) and any goodwill associated with the business.

“Logistics Provider” means any shipping company which is listed in Kloudship platform to provide shipping and delivery services of the shipments. These companies are directly responsible to the User for the service they are providing, including the delay in deliveries or loss and damage to the packages when in transit.

“Selected Logistics Provider” means the logistics provider User has selected after careful consideration to the quality they provide and the liabilities they may or may not agree to take for the delivery of the shipment.

21.2 Interpretation: Unless the context of this Agreement otherwise requires:

- (a) heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.
- (c) references to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be.
- (d) 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;
- (e) references to a particular section, clause, paragraph, sub-paragraph or schedule, exhibit or annexure shall be a reference to that section, clause, paragraph, subparagraph or schedule, exhibit, or annexure in or to this Agreement.

- (f) reference to any legislation or 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.
- (g) 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.
- (h) references in the singular shall include references in the plural and vice versa; and
- (i) references to the word “include” shall be construed without limitation.

ANNEXURE A

KloudShip Feature List / Definitions

Below given is an overview of supported features and list of not supported features in KloudShip.

1. Rating

Before printing a label KloudShip will always show the cost of shipment excluding taxes. This rate quote is subject to origin zip, destination zip, weight of shipment etc.

2. Label Printing

The User can select the rate for a specific delivery partner and print label accordingly. Printing label confirms user purchase of shipping label.

3. Refund Request

In case if any shipment is wrongly printed or user does not want to ship the package, they can request a refund until the package is handed over to delivery partner.

4. Tracking

User may track the shipment on the way to its destination in KloudShip.

5. Pickup Request / Manifest

A signed pickup request / Manifest is a proof of packages being handed over to specified delivery partner.

6. Reverse Pickups

Reverse Pickup is a special shipment where the shipment does not start from the User's warehouse or usual pickup address but from a location to where the shipment was delivered in the past. Delivery of such shipments can happen at a location mutually agreed between the Parties but that need to be specified at the time of shipment creation. To verify if a logistics provider can provide Reverse Pickup feature, the User need to select Reverse Pickup special service at the time of creating the shipment.

7. Return to Origin (RTO)

In case if a shipment is not deliverable, then the selected logistics provider can return it to the origin. The user can also request return to origin (if feature provided by selected logistics provider) when the package is not yet delivered to the destination. In both the cases the selected logistics provider will charge the User for the return journey and tracking events will also indicate that package is travelling in opposite direction.

8. Features Not Supported

Below given features are not supported right now in KloudShip.

- 8.1. International Shipments
- 8.2. COD / Cash on Delivery
- 8.3. Multi-piece Shipments
- 8.4. Additional Insurance coverage by Courier or 3rd Party Insurance providers

ANNEXURE-B

Logistics Service Specifications

This annexure outlines the terms and conditions between the end user, who is shipping the packages, the selected logistics provider, and the technology platform KloudShip. KloudShip's automated process suggests logistics providers based upon multiple factors such as pickup address, delivery address, shipment attributes, and past performance data of the logistics provider but users make the final selection. Users must agree to these terms before shipping their packages.

1. Scope of Services

1.1 The User agrees that KloudShip only provides technology platforms like ECS UI and CSA API and it is the listed logistic providers of KloudShip who perform the actual pick-up and delivery of the shipments. Since KloudShip only provides the technology, it shall not be liable for the quality of third-party logistics services, which remain the responsibility of the selected logistics provider as specified.

1.2 The User agrees that the shipments shall be picked up by a logistics provider selected by the user themselves, from the Users' locations as communicated to the selected logistics provider by the User, at the time of shipment creation.

1.3 The User agrees that they 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. The KloudShip shall enable the User to take a print of the shipping label with all the details and the same shall be pasted on the package before the handover to the User's selected logistics provider, happens.

1.4 The User agrees that if they want to hand over the shipment on the behalf of themselves in a tamper proof packing or packaging of their brand, they can do so, provided it does not interfere with the label visibility as suggested by the User's selected logistics provider.

1.5 The User agrees that they will be solely responsible to comply with all statutory requirements (State/Provincial/Local/Central/International/Laws/Regulations/Rules/Bylaws/Statutes) applicable in relation to booking and sale of the shipments carried and delivered by the User's selected logistics provider in pursuance of this Agreement.

1.6 The User agrees that the User's selected logistics provider is a mere service provider to the User. The Selected Logistics Provider is not responsible for losses or damages to Merchant's business or reputation due to non-delivery or delayed delivery. It is further agreed by the User that the User's selected logistics provider 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 the selected logistics provider under this Agreement is based on specific instructions given by the User as part of the scope defined and from time to time.

1.7 The User agrees that the User's selected logistics provider, at the time of receiving the shipments from User, will use 'Air Waybill' provided to them by User. It is always agreed between the Parties hereto that for KloudShip and the selected logistics provider, the 'Consignor/ Shipper' in the 'Air Waybill' shall be the User who is shipping the goods. It is clearly understood that KloudShip has no liability and logistics provider's liability, if any, and to the extent agreed herein, shall extend only to User. The User shall be fully liable to its customers and neither KloudShip nor any of their logistics providers, shall have any direct or indirect connection/ relationship or responsibility/obligation to User's customers, in any manner whatsoever.

1.8 The User agrees that the User is fully aware of the items prohibited on the User's selected logistics provider's network for carriage and undertakes that no such prohibited items of shipment shall be handed over to logistics providers for carriage by its customers.

2. Obligation of the User

2.1 The User agrees that they shall be responsible for proper, tamper proof and damage proof packing of the products.

2.2 The User agrees that they shall use good quality tapes, duly engraved with your trademark/name, etc. and not generic tapes (i.e., brown/plain/transparent tape) for the packaging/sealing of the goods/shipments. In case generic tapes are used in the packaging/sealing of the goods/shipments, KloudShip or selected logistics provider 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.

2.3 The User agrees that they 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 the User's selected logistics provider, and no pickup beyond the cut-off time of the logistics provider shall be possible. The User agrees that they shall contact the selected logistics provider Company personnel for the pickup arrangements.

2.4 The User agrees that they shall collect receipt(s) of the signed copy of the shipping manifest / pickup request form; it is the proof of handover of shipment to the courier companies.

2.5 The User agrees that they shall not book/ship two or more shipments against a single AWB(Air WayBill) number or send multi packet shipments, and any breach of this condition by the User (whether intentional breach or not) shall give right to selected vendor to claim the concerned expenses (including the freight amount of all the shipments) and liquidated damages of up to Rs. 10,000/- per incident/shipment (and applicable GST amount) from the User.

2.6 The User agrees that they should insert the invoice in the package/shipment before handing over the shipment to the User's selected logistic provider. The said invoice shall follow all the applicable laws (including GST related rules and regulations).

2.7 The User agrees that they will use the shipping service only for those locations that are already registered as a pick up location in their KloudShip account. The User thus agrees the orders will be picked by the User's selected logistics provider from only such locations which have been registered by the User before placing the delivery order.

2.8 The User agrees that in case of a reverse pick up of orders (only national orders), it shall be the User's responsibility to pay and be charged the applicable fixed fee, in addition to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.

2.9 The User agrees that they 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, financial and security instruments, or any reactive, hazardous or dangerous items/goods which are in breach of any applicable law or of any packaging/transportation guidelines of the User's selected logistics provider / concerned courier vendor; in which cases KloudShip or the User's selected logistics provider 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 restricted goods is given at **Annexure-C**.

2.10 The User agrees that in the event the User hands over or provides the aforesaid goods/shipments to any User's selected courier vendor/ User's selected logistics provider. KloudShip shall not be responsible and liable for any loss, damage, theft or misappropriation of such products even if the User's 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 the User's service provider or delivery personnel. The User undertakes that in the event any article/good/shipment booked/handed over by the User 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 vendor), then the User agrees to indemnify KloudShip or the User's selected logistics provider for any and all issues, losses and damages arising pursuant thereto.

In addition, the User's selected logistics provider would *inter-alia* have the right to retain the custody of such shipments (including opening, inspecting, and subsequently disposing of shipments within 30 days of retention or alerting authorities) and to levy damages/charges (along with the applicable GST amount and charges) of Rs. 1,00,000/- (Rupees One Lac only) per incident/shipment or of such other amount as decided by KloudShip in its sole discretion.

In addition, the User shall not handover counterfeit or fraud products/shipments to the User's selected logistics provider, failure of which will attract the consequences mentioned in **Annexure-C**. Further, the consequences of shipping non-essential items in Government prohibited areas and disputed shipments/cases have been specified in **Annexure-C**.

2.11 The User agrees that in case of damaged/pilferage/tempered/pressed/leaked shipment, receiver shall mention negative remarks on POD (proof of delivery) copy to get claim for the shipment. In the absence of any negative remarks on the POD copy clearly stating such damage/pilferage/tampering/pressing/leakage, no claim shall be entertained by the User's selected logistics provider at any point of time.

2.12 The User agrees that Claims for any kind of damage/pilferage/tampering/leakage of the booked articles/goods/shipment shall be entertained by the User's selected logistics provider only if the outer packaging done by the shipper is damaged/alterd/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 the User's selected logistics provider.

2.13 The User agrees to ensure that they shall warrant 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 the User's selected logistics provider.

2.14 The User 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 (both for forward and/or RTO shipment) to pick up personal of selected vendor, within 7 days from the date of the good(s)/shipment(s) being shipped or 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 KloudShip or the User's selected logistics provider shall not be held liable for any liability in relation thereto.

2.15 The User agrees that in the event the User's selected logistics provider believes that the User may be shipping (or have shipped) goods/shipments wherein the declared weight differs and is less than the actual weight, then the User's selected logistics provider would *inter-alia* have the right to: (i) re-route the concerned shipment to a place determined by KloudShip; (ii) retain the custody of (and subsequently dispose within 30 days of retention) such shipments; and (iii) levy a penalty and collect the freight charges for the entire journey of the shipment (including RTO charges for re-routing the shipment to the concerned place and forward freight charges for shipping the shipment to the User/ User's customer/Receiver of shipment).

In addition, in the event KloudShip believes that you are shipping (or have shipped) goods/shipments wherein the declared weight differs and is less than the actual weight by creating multiple/duplicate accounts on KloudShip platform, violating any of the terms and conditions of this Agreement, or any other behaviour that KloudShip in its sole discretion deems suspicious, then KloudShip would *inter-alia* have the right 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 KloudShip in its sole discretion.

2.16 The User agrees that for any claims by them, the signed copy of the manifest sheet of the pickup against which the User's selected logistics provider has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.

2.17 The User agrees that it is expressly understood by and between the Parties that all products agreed to be delivered by the selected logistics provider in KloudShip are on "SAID TO CONTAIN BASIS" i.e. KloudShip or selected logistics provider 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/shipments (including the value of the shipments which are prepaid/replacement/gift shipment). Further, KloudShip or selected logistics provider is not responsible in any way whatsoever for the merchantability of the products.

3. Shipment related Liability & other Claims

3.1 The User agrees that Shipments delivered via Hyperlocal carriers like Dunzo and Borzo etc. have no liability for lost or damaged shipments.

3.2 The User agrees that most other courier vendor(s) have overall combined max liability of total fee charged in the last three months or Rs 1 lakh (whichever lower). The User is advised, cautioned and responsible to find out overall liability of the User's selected logistic provider(s) before shipping any package with them.

3.3 The User agrees that notwithstanding anything contrary contained in this Agreement, the maximum liability of other logistics providers (XpressBees, EKART, Delhivery, ShadowFax) per shipment will be as follows: (i) Rs. 2,000/ (Indian Rupees Two Thousand Five Hundred Only) or the calculated shipment value, whichever is lower, if the shipment was damaged, lost & theft during forward journey; or (ii) Rs. 2,000/- (Indian Rupees Two Thousand Only) or 50% of the calculated shipment value, whichever is lower, in case the shipment was damaged, lost & theft during RVP (Reverse Pick up) journey; or (iii) Rs. 2,000/- (Indian Rupees Two Thousand Five Hundred Only) or 80% of the calculated shipment value, whichever is lower, in case the shipment was damage, lost & theft during RTO journey, provided that such claim is raised by the User within the timelines specified under this Agreement and, in any event, not later than thirty (30) days from the shipment pick up date - failing which the User forfeits and waves 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.

In relation to the above, it is clarified that:

- (a) The User agrees that in case shipment value is above Rs. 2,000/-, They will ensure that their Selected Service provider shall issue a COF (Certificate of Facts) after receiving a written notification from the Merchant/User for issue of COF. The COF may be issued within 90 days from the date of shipping and the User's Selected Service Provider will not be liable for any cash debits.
- (b) Calculated shipment value: For the purpose of liability under this clause, the calculated shipment value shall be the lower of cost price of the goods (at which the seller/shipper obtained them) and the sale price of the goods (at which the goods are being earmarked to be traded/sold further), without any mark-up, or declared value.
- (c) The User agrees that 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
- (d) The User agrees that the 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 User's account balance for

prepaid customer, or by adding to monthly invoice for postpaid customers) in case the concerned shipment has been traced and delivered/RTO delivered to the User.

- (e) The User agrees that any monetary amount mentioned here is for knowledge of the end user and KloudShip has no responsibility or liability of lost packages as KloudShip platform is only a technology provider between the User and logistic provider(s). User will have to follow up and take all necessary actions required to claim any liability (if offered) with the User's Selected Logistics Provider.

3.4 The User agrees that all claims relating to: (i) damage/pilferage/tampering/leakage/fake delivery of the shipment must be notified to the User's selected logistic provider(s) in writing within forty-eight (48) hours of the delivery of shipment; and (ii) loss/theft of the shipment must be notified to the selected logistics provider(s) in writing within thirty (30) days of the shipment pickup date.

3.5 The User agrees that the selected logistics provider(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, perishable and glass items).

4. Returns/RTO of the Products

4.1 The User agrees that the User's selected logistics provider, reserves the right to return to the User, the products/shipments which are not accepted by the shipment's receiver/User's customer for any reason whatsoever.

4.2 The User agrees that the User's selected logistics provider reserves the right to apply the RTO (return to origin) charges as per the prevailing rates and Kloudship shall pass on those charges to the User.

4.3 The User agrees that in case of non-acceptance of the RTO shipment by the User or in case the User is not reachable for RTO shipment, the User's selected logistics provider reserves the right to levy suitable demurrage/incidental charges for extended storage of such products for any period exceeding 7 (seven) business days from initiation of the returns and up to 45 (forty-five) days from such date. In case of non-acceptance of the products beyond 10 (ten) days from the first RTO undelivered date/first RTO delivery attempt date, the logistics provider has the right to dispose such products and the User will forfeit all claims in this regard towards the logistics provider or Kloudship, also 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, the logistics provider shall *inter-alia* have the right to: (a) retain the custody of (and subsequently dispose within 30 days of retention) the shipments of the defaulting User which are in the possession of logistics provider(s); and/or (c) forfeit the account balance / security deposit amount of the defaulting User (if any) lying with KloudShip.

5. Reverse Pickups

5.1 The User agrees that in case a reverse pick up is requested by the User, special service fee for reverse pickup shall be charged in addition to shipment fee as per the then prevailing rates.

5.2 The User agrees that the User's selected logistics provider shall not be responsible for verifying the contents of the products handed over for reverse pickup to its pickup/delivery personnel (i.e. (i) RTO shipment (viz. shipment which is returned in the same condition as originally dispatched by the User) and; (ii) closed box reverse pickup shipment (viz. shipment which is opened and subsequently packed by the Customer)) handed over by the person designated by the User (could be Merchant's customer to whom the User shipped an e-Commerce order), except in case of open box reverse pickup shipments. The packaging of such products shall also be the sole responsibility of a person designated by the User. The packaging should be good enough to ensure no damage in transit happens to the product being shipped. The sole responsibility of the contents of the packed consignment shall lie with the Merchant or Merchant's customer. The selected logistics provider or Kloudship 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 KloudShip.

6. Data Sharing and Availability

The User agrees that KloudShip reserves the right to provide web based (online) tracking solutions for all shipments through the User's selected logistics providers. Users' data related to shipments will be available with Kloudship for up to 1 year and data related to tracking can be accessed only up to 90 days from shipment creation date.

ANNEXURE-C

Indicative List

1. Dangerous Goods

- a. Oil-based paint and thinners (flammable liquids)
- b. Industrial solvents
- c. Insecticides, garden chemicals (fertilizers, poisons)
- d. Lithium batteries
- e. Magnetized materials
- f. Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
- g. Fuel for camp stoves, lanterns, torches, or heating elements
- h. Automobile batteries
- i. Infectious substances
- j. Any compound, liquid or gas that has toxic and/or infectious characteristics.
- k. Bleach
- l. Flammable adhesives
- m. Arms, ammunitions, or any weapon with blade (including but not limited to air guns, flares, gunpowder, firework, knives, swords, and antique weaponry)
- n. Dry ice (Carbon Dioxide, Solid)
- o. Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air.
- p. Alcohol
- q. Tobacco and tobacco related products
- r. Electronic cigarettes
- s. Ketamine

2. Restricted Items

- a. Precious stones, gems, and jewellery (including but not limited to antiques bullion (of any precious metal), diamonds, gold, silver, platinum, trophies related to animal hunting, semiprecious stones in any form (including bricks)
- b. Uncrossed (bearer) drafts / cheque, currency, and coins.
- c. Poison
- d. Firearms, explosives, and military equipment.
- e. Hazardous and radioactive material
- f. Foodstuff and liquor
- g. Any pornographic material
- h. Any Hazardous chemical items (including but not limited to radioactive material, special chemicals, material, equipment, and technologies (SCOMET) items, hazardous/chemical waste, corrosive items (acids), machines parts containing oil, grease, toner)
- i. Any Plants and its related products (including but not limited to oxidizing substances, sand/soils/ores, sandalwood, wood, wood pulp, edible oils, de-oiled groundnut, endangered species of plants and its parts, asbestos)
- j. Any Drugs and Medicines (including but not limited to cocaine, cannabis, LSD, morphine, opium, psychotropic substances, and such other drugs, poisonous goods, contraband (such as illegal/illicit and counterfeit drugs)
- k. Any Animals and Human Body related items/product (including but not limited to livestock, cremated, or disinterred human being's remains, human being and any animal embryos, human being and any animal remains, human being and any animals' corpses, organs/body parts of human being and any animals)

3. Counterfeit or Fraud Products/Shipments:

It is the policy of KloudShip and its Logistic Provider(s)/Courier Vendor(s) 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, KloudShip and its Logistics Providers/Courier Vendors(s) have 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 KloudShip and its Logistics Providers/Courier Vendors(s) believe that you(the User) or any of your customer/recipients/ beneficiaries/associates/partners/affiliates/employees/agents 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), KloudShip and/or its Logistics Providers/Courier Vendors(s) 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 /recipients/ beneficiaries/associates/partners/affiliates/employees/agents from trading/doing business with KloudShip and/or its Logistic provider/Courier Vendors(s),
- (iv) to levy **liquidated damages of up to Rs. 10,000 per counterfeit/fraud shipment** (*amount and counterfeit/fraud shipment to be decided by KloudShip at its sole discretion*) and applicable GST amount on said damages, on account of estimated legal expenses which will be spent by KloudShip and/or its Courier Vendors(s) 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 KloudShip at its sole discretion*) on account of causing reputational and goodwill loss to KloudShip and/or its Courier Vendors(s),
- (vi) to levy/charge a “security deposit” of an appropriate amount (*amount to be decided by KloudShip at its sole discretion*) from you to cover any future losses which KloudShip may incur on account of counterfeit/fraud shipment made by you,
- (vii) to seize all the products of yours/your customer lying with Logistic Provider/Courier vendor(s) and also to dispose such products (without any intimation to you) after a period of 30 (thirty) days from the date of seizure; and/or
- (viii) to forfeit the entire security deposit amount lying with KloudShip and/or its Logistics Providers/ Courier Vendors(s).