

## TERMS OF SERVICE

(Last Revised: June 16, 2018)

India's first and only one stop marketplace brings together providers and users of warehousing space, transportation, localised service and product suppliers.

**KLIK4LOGISTICS** is a one stop shop for all your logistics needs at locations across India.

It is a cloud based platform which connects you with warehouse providers, transport operators and with local vendors for service or product.

Please read these conditions carefully before using the KLIK4LOGISTICS.COM website (Also referred to as "K4L" in this document). By using the KLIK4LOGISTICS.COM website, you signify your agreement to be bound by these conditions.

In addition, when you use any current or future KLIK4LOGISTICS.COM service, you will also be subject to the terms, guidelines and conditions applicable to that "K4L" Service. ("Terms"). If these Conditions of Use are inconsistent with such Terms, the Terms will control.

These "Conditions of Use" constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

- Conditions Relating to Your Use of KLIK4LOGISTICS.COM
- Notice and Procedure for Making Claims of Infringement
- Notice and Procedure for Notifying KLIK4LOGISTICS.COM of Objectionable Content

### Conditions Relating to Your Use of KLIK4LOGISTICS.COM

#### 1. Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the your account area of the website. You agree and acknowledge that you will use your account on the website to purchase products only for your personal use and not for business purposes. Should you wish to order products for business purposes, please create a business account on KLIK4LOGISTICS.COM reserves the right to refuse access to the website, terminate accounts, remove or edit content at any time without notice to you.

#### 2. Privacy

Please review our Privacy Notice, which also governs your visit to KLIK4LOGISTICS.COM, to understand our practices. The personal information / data provided to us by you during the course of usage of KLIK4LOGISTICS.COM will be treated as strictly confidential and in accordance with the

Privacy Notice and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.

### **3. E-Platform for Communication**

You agree, understand and acknowledge that the website is an online platform that enables you to purchase products listed on the website at the price indicated therein at any time from any location. You further agree and acknowledge that “K4L” is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the website. Accordingly, the contract of sale of products on the website shall be a strictly bipartite contract between you and the sellers on KLIK4LOGISTICS.COM.

### **4. Access to KLIK4LOGISTICS.COM**

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

### **5. Licence for website access**

Subject to your compliance with these Conditions of Use and payment of applicable fees, if any, KLIK4LOGISTICS LLP grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of KLIK4LOGISTICS LLP and / or its affiliates, as may be applicable. This licence does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another seller; or any use of data mining, robots, or similar data gathering and extraction tools.

This website or any portion of this website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of KLIK4LOGISTICS LLP and / or its affiliates, as may be applicable.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of KLIK4LOGISTICS.COM and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilising KLIK4LOGISTICS LLP 's or its affiliates' names or trademarks without the express written consent of KLIK4LOGISTICS LLP and / or its affiliates, as applicable. Any unauthorised use terminates the permission or license granted by KLIK4LOGISTICS LLP and / or its affiliates, as applicable.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of KLIK4LOGISTICS.COM as long as the link does not portray KLIK4LOGISTICS LLP , KLIK4LOGISTICS.COM, their affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any KLIK4LOGISTICS.COM logo or other proprietary graphic or trademark as part of the link without express written consent of KLIK4LOGISTICS LLP and / or its affiliates, as may be applicable.

### **6. Your Conduct**

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way You understand that you, and not KLIK4LOGISTICS.COM, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the website for any of the following:

- for fraudulent purposes, or in connection with a criminal offense or other unlawful activity
- to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam"
- to cause annoyance, inconvenience or needless anxiety

## 7. Reviews, comments, communications and other content

Users of this website may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. KLIK4LOGISTICS.COM reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgement of KLIK4LOGISTICS.COM violates these Conditions of use and, or terminate your permission to access or use this website.

If you do post content or submit material, and unless we indicate otherwise, you

1. (a) grant KLIK4LOGISTICS LLP and its affiliates a non-exclusive, royalty-free, irrevocable, perpetual and fully sublicensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and
2. (b) KLIK4LOGISTICS LLP and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to KLIK4LOGISTICS LLP, including the execution of deeds and documents, at its request.

You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the website; that, as at the date that the content or material is submitted to KLIK4LOGISTICS.COM: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable KLIK4LOGISTICS.COM policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory); (iii) the content is lawful. You agree to indemnify KLIK4LOGISTICS LLP and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

## 8. Claims against Objectionable Content

Because KLIK4LOGISTICS.COM lists hundreds of products and/or services for sale offered by sellers on the website and hosts many thousands of comments, it is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly,

KLIK4LOGISTICS.COM operates on a "notice and takedown" basis. If you believe that any content on the website is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, (" Objectionable Content "), please notify us immediately. Once this procedure has been followed, KLIK4LOGISTICS.COM will make all reasonable endeavours to remove such Objectionable Content complained about within a reasonable time.

## **9. Copyright, authors' rights and database rights**

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of KLIK4LOGISTICS LLP , its affiliates or its content suppliers and is protected by India and international copyright, authors' rights and database right laws. The compilation of all content on this website is the exclusive property of KLIK4LOGISTICS LLP and its affiliates and is protected by laws of India and international copyright and database right laws. All software used on this website is the property of KLIK4LOGISTICS LLP , its affiliates or its software suppliers and is protected by India and international copyright and author' rights laws.

You may not systematically extract/ or re-utilise parts of the contents of the website without KLIK4LOGISTICS LLP and / or its affiliate's (as may be applicable) express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without KLIK4LOGISTICS LLP and / or its affiliate's (as may be applicable) express written consent. You may also not create and/ or publish your own database that features substantial (eg: prices and product listings) parts of this website without KLIK4LOGISTICS LLP and / or its affiliate's (as may be applicable) express written consent.

## **10. Intellectual Property Claims**

KLIK4LOGISTICS LLP and its affiliates respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please communicate the same to us in writing mentioning your complete contact details.

## **11. Trademarks**

KLIK4LOGISTICS.COM, "K4L" , THE "K4L" LOGO, and other marks indicated on our website are trademarks or registered trademarks of "KLIK4LOGISTICS LLP " .

KLIK4LOGISTICS.COM's graphics, logos, page headers, button icons, scripts and service names are the trademarks or trade dress of "K4L" . "K4L" 's trademarks and trade tag lines may not be used in connection with any product or service that is not "K4L" 's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits "K4L" . All other trademarks not owned by "K4L" that appear on this website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by "K4L" .

## **12. Disclaimer**

You acknowledge and undertake that you are accessing the services on the website and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the website. We shall neither be liable nor responsible for any actions or inactions of sellers nor any breach of conditions, representations or warranties by the sellers or manufacturers of the products and hereby expressly disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between you and the sellers or manufacturers of

the products.

We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or transacted or the content (including product or pricing information and/or specifications) on the website. While we have taken precautions to avoid inaccuracies in content, this website, all content, information (including the price of products), software, products, services and related graphics are provided as is, without warranty of any kind. We do not implicitly or explicitly support or endorse the sale or purchase of any products on the website. At no time shall any right, title or interest in the products sold through or displayed on the website vest with “K4L” nor shall “K4L” have any obligations or liabilities in respect of any transactions on the website.

### **13. Indemnity and Release**

You shall indemnify and hold harmless KLIK4LOGISTICS LLP, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Conditions of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release KLIK4LOGISTICS LLP and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.

### **14. Children**

Use of KLIK4LOGISTICS.COM is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may use KLIK4LOGISTICS.COM only with the involvement of a parent or guardian.

### **15. Other Businesses**

Parties other than KLIK4LOGISTICS LLP and its affiliates may operate stores, provide services, or sell product lines on KLIK4LOGISTICS.COM. For example, businesses and individuals offer products via a Marketplace. In addition, we provide links to the websites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant or endorse the offerings of any of these businesses or individuals, or the content of their websites. KLIK4LOGISTICS LLP does not assume any responsibility or liability for the actions, products, and content of any of these and any other third-parties. You can tell when a third-party is involved in your transactions, and we may share customer information related to those transactions with that third-party. You should carefully review their privacy statements and other conditions of use.

### **16. Communications**

When you visit KLIK4LOGISTICS.COM or send e-mails to us, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the website and/or your order placed on the website.

### **17. Losses**

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss

that is not reasonably foreseeable to both you and us when you commenced using the website.

#### **18. Alteration of Service or Amendments to the Conditions**

We reserve the right to make changes to our website, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

#### **19. Events beyond our reasonable control**

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

#### **21. Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

#### **23. Disputes & Arbitration**

- 1.1. In the event of any dispute arising between the Parties arising out of or in relation to this Agreement, including any dispute regarding its interpretation, breach, termination or validity, the Parties shall attempt in the first instance to resolve such dispute through friendly and amicable consultations.
- 1.2. If such dispute is not resolved through consultations within 30 (thirty) days after any Party has served a written notice on the other Party requesting the commencement of such consultations, then such Party serving the written notice shall submit the dispute for arbitration, in accordance with the laws of India and the rules made there under or any amendments made thereof. For the purpose of such arbitration, the dispute shall be referred to a sole arbitrator to be appointed mutually by the Parties. The arbitration proceedings shall be held in Delhi, India and will be conducted in English. The order of the arbitrator shall be final and binding upon the Parties hereto.

#### **24. Governing law and Jurisdiction**

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Delhi.

#### **23. Our Details**

This website is operated by KLIK4LOGISTICS LLP .

For the KLIK4LOGISTICS.COM website, you could contact us by writing to :-

[management@klik4logistics.com](mailto:management@klik4logistics.com)

## **24. Force Majeure**

“K4L” shall not be in breach of its obligation hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including, without limitation, acts of God, acts of third parties, civil disorders, acts of any civil or military authority, judicial action, technical failure and strikes or other labor disputes.

## **25. “K4L” Software Terms**

In addition to these Conditions of Use, the terms mentioned here apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with “K4L” Services (the “K4L” Software).

### **Notice and Procedure for Making Claims of Right Infringements**

If you believe that your rights are being infringed, you may write to us at

[management@klik4logistics.com](mailto:management@klik4logistics.com)

We respond expeditiously to rights owners and their agents who complete and submit the Notice Form to communicate concerns about any alleged infringement.

Upon receipt of a Notice we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. Furthermore, in submitting a Notice Form, you grant to “K4L” the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding the Notice Form to the parties involved in the provision of the allegedly infringing content. You agree to indemnify “K4L” for all claims brought by a third party against “K4L” arising out of or in connection with the submission of a Notice Form.

Note on Third Party Seller Listings: Please keep in mind that Third Party Seller listings are merely hosted on KLIK4LOGISTICS.COM and are posted solely at the direction of Third Party Sellers who may be contacted via their "Seller Information" page, accessible from any of their listings.

Important Warning: giving false, misleading or inaccurate information in the Notice Form to “K4L” may result in civil and/or criminal liability. You should contact a legal advisor should you have any questions.

#### **Notice Form:**

If you believe that your rights are being violated by an item or information on the KLIK4LOGISTICS.COM site, you may fill out and submit the Notice Form (below). This signed form can be sent via E-mail PDF:

e-mail PDF: [management@klik4logistics.com](mailto:management@klik4logistics.com)

Subject Line: **Claim of Infringement / Objectionable Content**

KLIK4LOGISTICS LLP  
D-96 Vipul World  
Sector-48, Sohna Road  
Gurgaon - 122018

(We will accept a signed PDF via e-mail with the subject line "Claim of Infringement" unless by prior agreement we have agreed with you for an alternative receipt mechanism).

Please fill out the Notice form using the corresponding numbered paragraphs to frame your communication.

**Notice Form**

Re: [www.klik4logistics.com](http://www.klik4logistics.com)

I, **[INSERT FULL NAME AND TITLE ]** of **[COMPANY NAME, IF APPLICABLE]** , state as follows:

1. Contact information
  - (a) Your and/ or your company's name, address, telephone number and contact email address;
  - (b) The contact email address and/or name which we will provide to Third Party Sellers (if relevant) so they may contact you to resolve any issues regarding your notification to us. If you do not provide a separate contact email, you authorize us to use the contact information you provide in (1)(a).
2. Listing's ref No. and Allegation of Infringed Right:
  - (a) The listing's number or detailed description of where the information that you claim is infringing your rights is located on the site; if regarding a Third Party Seller listing please also provide the name used to identify the Seller on the site (look for "dispatched and sold by \_\_\_\_\_" or "by \_\_\_\_\_" in the listing). (b) A description of your intellectual property right(s) that you claim has/have been infringed (e.g. copyright, trademark or patent) by the information of/for this REF. NO.. [ repeat as necessary for multiple items, see example Notice Form here.]
3. Include the following statement: "I have a good faith belief that the portion of the listing(s) described above violate(s) the intellectual property rights owned by the intellectual property owner or its agent, nor is such use otherwise permissible under law."
4. Include the following statement: "I represent that the information in this notification is true and correct and that I am the intellectual property owner or authorised to act on behalf of the intellectual property owner for the rights described above."
5. Sign the Notice Form.

**Important Warning:** Giving false, misleading or inaccurate information in the Notice to KLIK4LOGISTICS.COM may result in civil and/ or criminal liability.

**Notice to KLIK4LOGISTICS.COM of Objectionable Content**

In the matter of KLIK4LOGISTICS.COM

I, **[Please set out your full name]** of **[please give your postal address]**, **[please set your occupation]**, says as follows:

1. I refer to the website [www.klik4logistics.com](http://www.klik4logistics.com) ("the website"). I make this statement in support of my giving KLIK4LOGISTICS.COM notice that, via the website, it is causing or contributing to the publication of Objectionable Content. The Objectionable Content (appear in appear on the website at **[please cut and paste the address of the relevant Web page from the website where the Objectionable Content appears]**).
2. The words/ content that I consider to be Objectionable Content are **[please repeat the exact words you are complaining about]**.



3. This content is Objectionable Content because **[please state why you consider the content is Objectionable Content]**.
4. I understand that this statement may be used in any court proceedings that may arise out of or relating to the Objectionable Content which I have complained about.

#### Statement of Truth

I declare the facts stated above to be true.

Signed:

Dated:

**Please read the conditions of use carefully before using the KLIK4LOGISTICS.COM website. By using the KLIK4LOGISTICS.COM website, you signify your agreement to be bound by these conditions.**

#### **“K4L” Software Terms**

##### **1. Use of the “K4L” Software**

You may use “K4L” Software solely for purposes of enabling you to use and enjoy the “K4L” Services as provided by “K4L” , and as permitted by the Conditions of Use, these “K4L” Software Terms and any Terms. You may not incorporate any portion of the “K4L” Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the “K4L” Software or otherwise assign any rights to the “K4L” Software in whole or in part. You may not use the “K4L” Software for any illegal purpose. We may cease providing any “K4L” Software and we may terminate your right to use any “K4L” Software at any time. Your rights to use the “K4L” Software will automatically terminate without notice from us if you fail to comply with any of these “K4L” Software Terms, the Conditions of Use or any other Terms. Additional third party terms contained within or distributed with certain “K4L” Software that are specifically identified in related documentation may apply to that “K4L” Software (or software incorporated with the “K4L” Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any “K4L” Service is the property of “K4L” and/or its affiliates or its software suppliers and protected by laws of India including but not limited to any other applicable copyright laws.

##### **2. Use of Third Party Services**

When you use the “K4L” Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

##### **3. No Reverse Engineering**

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the “K4L” Software, whether in whole or in part, or create any derivative works from or of the “K4L” Software.

#### **Updates**

In order to keep the “K4L” Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.