

Shipdesk User Agreement

This User **Agreement** To Use SHIPDESK PLATFORM

BETWEEN

1. Shipdesk Solutions Pvt. Ltd. having its registered office at # E-4, Block 2, Samhita Castle Nagawarapalya, Bangalore, Karnataka, India – 560093 hereinafter called “First Party” through its authorized representative which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees,

AND

2. CLIENT having agreed to use the Shipdesk platform referred to as “Client” or “User” which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees,

This Agreement comes into effect when you register for using SHIPDESK. By Registering or signing this agreement with SHIPDESK, You signify your absolute and unconditional consent to all the provisions of this agreement in their entirety.

This agreement constitutes a legally binding agreement between User and First party. You are advised to read this Agreement carefully. If you are not agreeable to any terms and conditions, you should not use this Service and notify the same to First party. Notwithstanding anything contained in the foregoing, this Agreement will not bind First party unless you meet the eligibility criteria for entering into this Agreement as set forth in Section 2 of this Agreement.

1. **DEFINITIONS:** The following terms shall have the meanings defined below when used in capital letters herein:
 - 1.1. Agreement means the terms and conditions as detailed herein including all schedules, appendices, annexure, Privacy Policy, and will include the references to this Agreement as amended, notated, supplemented, varied or replaced from time to time.
 - 1.2. “SHIPDESK” or “SHIPDESK Application” or “SHIPDESK Software ”or “Platform” means the software Platform provided by first party
 - 1.3. Services means the services provided by FIRST PARTY. Software and/or Services are provided by SHIPDESK on SAAS (software as service) model.
 - 1.4. “SHIPDESK site” or “SHIPDESK website” refers to the SHIPDESK product website www.SHIPDESK.in
 - 1.5. “Intellectual Property Rights” means all patents (whether registered or not), trademarks (whether registered or not), copyrights (whether registered or not), design rights, trade secrets, marks or any other intellectual property rights in Software licensed, granted or assigned by FIRST PARTY to, or otherwise vested in, User pursuant to the Agreement.
 - 1.6. Client: Client, retailer, or any individual that subscribes for the SHIPDESK platform and other associated services offered by FIRST PARTY
 - 1.7. Logistics Partner: Are the courier and/or cargo companies that have a relationship with FIRST PARTY that will handle logistics for the CLIENT on the behalf of FIRST PARTY

2. ELIGIBILITY CRITERIA:

The Services and platform access is available only to Clients who can form legally binding contracts under applicable law. By using the Services found at this Site, you represent and warrant that you are (is) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law. FIRST PARTY uses many techniques to verify the accuracy of the information you provide when you register on the SHIPDESK Site or through other means. If for any reason, FIRST PARTY, in its sole discretion, believes such information to be incorrect, it reserves the right, to revoke any and all licenses under this Agreement or to refuse to provide the Services under this Agreement to You.

3. SERVICES

Activation: Upon activation of User's account and subject to the payment of applicable fees as defined in the Shipdesk webpage, FIRST PARTY will provide access to its Software platform under this agreement and during the term of this agreement, which is until the service is cancelled.

Changes in services: FIRST PARTY reserves the right to change, amend and/or otherwise alter the Services provided with equivalent or otherwise equal Services without prior notice to User. User agree to receive administrative communications from FIRST PARTY in regards to the Software, Services, User's account, policy changes and system update

4. SCOPE OF SERVICES

- 4.1. FIRST PARTY or FIRST PARTY's Logistics partner shall pick up shipments on behalf of FIRST PARTY from its clients locations as communicated to FIRST PARTY through the platform.
- 4.2. The tracking number would be assigned by an automated process based on the pickup and delivery pin code and type of shipment mentioned in the platform.
- 4.3. Clients shall provide/display prominently on package the shipping label having full details of the Order Number, consignee details, product details, return address i.e. the shipping address and the Gross Value and Collectable Value (Net value) to be collected in case of COD (Cash on Delivery) shipments. The Shipdesk backend platform from FIRST PARTY shall enable the CLIENT 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 Logistics partner.
- 4.4. The shipment will be handed over to the Logistic partner by the client on the behalf of FIRST PARTY in a tamper proof packing of their brand along with the AWB pasted on the shipment.
- 4.5. SHIPDESK offers on-going support to all Clients through its designated support system which can be accessed:
 1. By logging into the support section and raising tickets
 2. By sending an email to support@SHIPDESK.in
 3. No onsite support is offered by SHIPDESK.
 4. SLA's are defined only for support response times and not actual resolutions.
 5. Support will always include sending help documentation, videos, process flows, articles, etc. so as to enable the merchant to carry out the resolution at their end
 6. Support timings: Mon–Fri |10.00 AM to 6.00 PM | Sat 10.00 AM to 4.00 PM |

Support would not be available on Sunday and any other declared Holiday

5. GENERAL TERMS

- 5.1. This agreement is governed and construed in accordance with the Laws of Union of India. User hereby irrevocably consents to the exclusive jurisdiction and venue of courts in Bangalore India, in all disputes arising out of or relating to the use of the FIRST PARTY's products/sites/services. Use of the SHIPDESK software services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.
- 5.2. User shall comply with all applicable domestic and international laws, statutes, ordinances and Regulations regarding User's use of the Software, the Services, and also rules mandated by its logistics partners
- 5.3. User and FIRST PARTY are independent contractors, and no agency, partnership, Joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- 5.4. Either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days prior written notice of its intention to do so.
- 5.5. All claims must be notified to FIRST PARTY in writing within 10 days from the date of acceptance of the shipment, Failing which M/s Client ("CLIENT") forfeits and waives its right for such claim.
- 5.6. In case of shipments booked under COD (Cash on Delivery), FIRST PARTY's logistics partner shall collect Cash, as per the instructions of M/s FIRST PARTY from the Consignee as per the details mentioned on the COD Order and remit/reimburse the amount to M/s FIRST PARTY which then forth would be reimbursed to the client.
- 5.7. The Client will be solely responsible to comply with all statutory requirements (State and Central Laws/Statutes) applicable in relation to booking, sale and transportation of the shipments carried and delivered by the logistics partners of FIRST PARTY in pursuance of this agreement.
- 5.8. It is expressly understood by the parties to the agreement that FIRST PARTY is a mere Service Provider to the client and not in any other capacity whatsoever it may be called. It is further agreed to by the parties to the agreement that FIRST PARTY is not performing any activity or job or on behalf of the client which tantamount to Seller or Retailer and or Stockiest/Distributor. The complete activity performed by FIRST PARTY under this agreement is based on specific instructions given by the client as part of the scope defined and from time to time.
- 5.9. FIRST PARTY's Logistics partner will at the time of receiving the shipments from client will use Air Waybill provided to them by FIRST PARTY through its logistics management software Shipdesk. It is agreed between the parties hereto that at all times for FIRST PARTY and its logistics partner, the Consignor/ Shipper in the Air Waybill shall be the Client who is shipping the goods and not the CLIENT or customer of the client. It is clearly understood that FIRST PARTY's liability, if any, and to the extent agreed herein, shall extend only to CLIENT. The CLIENT shall be fully liable to its customers and neither FIRST PARTY nor any of their logistics partner, shall have any direct or indirect connection/ relationship or responsibility/obligation to FIRST PARTY's customers, in any manner whatsoever.
- 5.10. CLIENT must ensure 100% security of all shipments which have been picked up from them or their customers by FIRST PARTY's logistics partners as per FIRST PARTY's security procedures as explained and informed to it before executing this agreement. CLIENT confirms

that the CLIENT is fully aware of the items prohibited on FIRST PARTY or FIRST PARTY's logistics partner network for carriage and undertakes that no such prohibited items of shipment shall be handed over to FIRST PARTY's logistics partners for carriage by them or its customers.

- 5.11. FIRST PARTY has made this software/service available to use as a matter of convenience. User agrees and acknowledges that user shall be solely responsible for their conduct and that FIRST PARTY reserves the right to terminate User's rights to use the service immediately, notwithstanding penal provisions under the laws enacted by the government of India or any other statutory, legislative or regulatory authority authorized in this regard from time to time.

6. OBLIGATIONS OF THE CLIENT

- 6.1. Client shall be responsible for proper; tamper proof and damage proof packing of the products.
- 6.2. Client 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 FIRST PARTY, and no pick up beyond the cutoff time of the logistics partner shall be possible.
- 6.3. Client should strictly only use the automated system for generating the pickup and move the shipment only on the AWB number generated from the platform.
- 6.4. Client should properly paste and insert the invoice and in and on the package.
- 6.5. The Client shall not book / handover or allows to be handed over any Product which is banned, restricted, illegal, prohibited, stolen, infringing of any third party rights, hazardous or dangerous or in breach of any tax.
- 6.6. Without prejudice to the generality of the aforesaid, an indicative list of the banned or prohibited Products is given in Annexure I
- 6.7. Client understands, agrees and acknowledges that FIRST PARTY through its logistics partners is a mere bailee of the Products, cash and is not an insurer of the same.
- 6.8. Client hereby expressly and specifically waives all its rights and claims against FIRST PARTY its logistics partners arising out of or in relation to the principles of insurance.

7. Returns/RTO of the Products

Products which are not accepted by the Customer for any reason whatsoever will be returned to the Client at the location(s) as specified by the Client. RTO (return to origin) charges would be same as the agreed shipping rates. Returns will be initiated by the logistics partners for all products which are not accepted by the Customer for any reason whatsoever. The Client will ensure that such products are accepted at the location(s) specified by the Client and share the Airway bill number against which the shipment returned to the Client/client.

In case of non-acceptance of the RTO shipment by the Client, FIRST PARTY reserves the right to levy suitable demurrage charges for extended storage of such products for any period exceeding 7 (seven) 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 45 (forty five) days, FIRST PARTY has the right to dispose such products and the Client will forfeit all claims in this regard towards the Service Provider.

8. FEES, TAXES & AUDIT RIGHTS

User agrees to pay to FIRST PARTY the Fees and Taxes in the amount, manner and at the times set out on the SHIPDESK website or through the platform; The logistic partner would have indisputable right to decide on the weight or volumetric weight as applicable while accepting the shipment which might be different from the weight entered in the platform by the user. In such case the applicable charges would be reconciled in the invoice. Consistent or intentional reduction in weight would be viewed as breach of this agreement and FIRST PARTY reserves the right to act on it as per the agreement.

No payment shall be made to the logistics partner or the pickup personnel

9. PAYMENT TERMS:

All the payments are in advance and would be through the payment gateway in the platform. FIRST PARTY will issue the invoice on or before 5th of every month. This would include the subscription fees as well as shipping transaction fee along with if any reconciliation charges.

10. CANCELLATION & REFUND POLICY

Unless a Client explicitly sends a cancelation/refund request by issuing an email to support@shipdesk.in or by raising a support ticket through the platform, services will stand active and the Client would be liable to make any payments until such a cancelation request is received & acknowledged by FIRST PARTY within 30 days from the date of creation of shipment.

11. DISCLAIMER OF WARRANTIES

FIRST PARTY and logistics partners, provide the software, additional software, and services, on an "as is" basis and expressly disclaim any and all express, implied or statutory warranties, including the warranties of serviceability, fitness for a particular purpose, quiet enjoyment, title, non-infringement; and warranties arising from a course of dealing, usage or trade practice are excluded. FIRST PARTY, its suppliers and service providers, do not warrant that the software, or services will be error-free or uninterrupted and make no representations regarding uptime, use, data security, accuracy and reliability of their services. User acknowledges and agrees that this section is reasonable and an essential element of this agreement and that in its absence, the economic terms of this agreement would be substantially different.

12. LIMITATION OF LIABILITY

In no event shall FIRST PARTY, its suppliers, or service providers, or their officers, directors, employees, contractors or agents be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the software, the additional software, the services or this agreement (however arising, including negligence). FIRST PARTY, its suppliers', and service providers', cumulative liability, and the liability of their officers, directors, employees, contractors and agents to User or any third parties in any circumstances shall be limited to payment received by FIRST PARTY for that particular service in that month. There is no warranty in respect of the SHIPDESK, Software or Services.

13. INDEMNITY

User agree to indemnify and hold FIRST PARTY, its suppliers, and service providers, and their officers, directors, agents, and employees, harmless from any and all losses, costs, liabilities or expenses and harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's breach of the User Agreement or the documents it incorporates by reference, or User's violation of any law or the rights of a third party.

14. REFUSAL OR REJECTION OF SHIPMENTS

The Logistics partners of FIRST PARTY reserves the right to refuse, hold, cancel, postpone or return any Shipment at any time if such Shipment would in the opinion of Logistics partners be likely to cause damage or delay to other Shipments, goods or persons, or the carriage of which is prohibited by law or is in violation of any of these Conditions, or the FIRST PARTY Account of the person or entity responsible for payment is not in good credit standing. The fact that a Logistics partner accepts a Shipment does not mean that such Shipment conforms to applicable laws and regulations or to the present Conditions.

15. INSPECTION OF SHIPMENTS

FIRST PARTY or its Logistics partner may, at its sole discretion, or upon the request of the competent authorities, open and inspect any Shipment without notice at any time, and shall incur no liability of any kind therefore

In accordance with applicable regulations FIRST PARTY or its Logistics partner is required to undertake (random) X-ray/Laser screening. FIRST PARTY or its Logistics partner may undertake such screening and the Sender and Recipient hereby waive any possible claims for damages or delays (including but not limited to the Money Back Guarantee) as a result of screening.

FIRST PARTY or its Logistics partner reserves the right to enquire/verify about the details of the shipment with CLIENT, consignee, manufacturer or distributor.

These Conditions shall not exclude any liability where the exclusion of that liability is prohibited by law. Insofar as any provision contained or referred to in these Conditions may be contrary to any applicable rules defined by the logistics partners, international treaty, local law, government regulations, orders, or requirements, such provision shall be limited to the maximum extent permitted and, as limited, shall remain in effect as part of the agreement between FIRST PARTY and the client/Sender. The invalidity or unenforceability of any provision shall not affect any other part of these Conditions.

Annexure 1

ITEMS UNACCEPTABLE FOR CARRIAGE

The following items are not acceptable for carriage to any destination unless otherwise agreed to by FIRST PARTY or its Logistics partner:

1. Money (coins, cash, currency paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters), collectable coins and stamps;
2. Explosives (class 1.3 explosives are not acceptable for carriage by First party or its logistics partner. In certain countries class 1.4 explosives may be acceptable for carriage, customer service should be contacted prior to shipment for details), fireworks and other items of an incendiary or flammable nature;
3. Human corpses, organs or body parts, human and animal embryos, cremated or disinterred human remains;
4. Shipments to apo / fpo addresses;
5. Firearms, weaponry, ammunition and their parts;
6. Foodstuffs, perishable food articles and beverages requiring refrigeration or other environmental control;
7. Plants and plant material, including seeds and cut flowers (cut flowers are acceptable to certain destinations, information available upon request);
8. Lottery tickets, gambling devices where prohibited by law;
9. Perishables (other than under (7)) unless advance arrangements are made;
10. Pornography and/or obscene material;
11. Shipments being processed under the following unless advance arrangements are made:
 - a. Carnets (allow temporary import for display, etc. Without duties);
 - b. Drawback claims (requests for refunds of import duties at time of export);
 - c. Temporary import bonds (allow temporary import for repair, etc.);
 - d. Letters of credit. Shipments subject to letters of credit are generally prohibited, with the exception of shipments subject to letters of credit calling for a "courier receipt," as defined by article 25 of usp 600, shipped using the First party or its logistics partner expanded service international air waybill;
12. Hazardous waste, including, but not limited to, used hypodermic needles and/or syringes or medical waste;
13. Wet ice (frozen water);
14. Shipments requiring First party or its logistics partner to obtain any special license or permit for transportation, importation or exportation;
15. Shipments the carriage, importation or exportation of which is prohibited by any law, statute or regulation;
16. Shipments with a declared value for customs in excess of that permitted
17. Dangerous goods except as permitted under section 9 "dangerous goods";

18. Dead animals or animals that have been mounted;
19. Packages that are wet, leaking or emit an odor of any kind;
20. Packages that are wrapped in kraft paper;
21. Live animals and insects except when the shipment is coordinated and approved by the FIRST PARTY or its logistics partner live animal desk. Customers can contact FIRST PARTY or its logistics partner locally for more assistance. Household pets and live fish are not accepted;
22. Shipments that may cause damage to, or delay of, equipment, personnel or other shipments.
23. FIRST PARTY or its Logistics partner excludes all liability for Shipments of such items howsoever accepted (including acceptance by mistake or under notice).
24. Additional restrictions may apply depending upon destination and service and service option used and various regulatory and customs clearances may be required for certain commodities, therefore extending the transit time. FIRST PARTY or its Logistics partner reserves the right to reject Packages based upon these limitations or for reasons of security or safety. FIRST PARTY or its Logistics partner shall be entitled to charge an administrative fee for Packages rejected and for the costs of returning goods, where applicable, to the Sender. Further information is available upon request.

Shipdesk Solutions Pvt. Ltd.	CLIENT
Sign: Accepted on usage of Platform	Sign: Accepted on usage of Platform

Shipdesk