

MERCHANT AGREEMENT

SHIFT PLATFORM AND LOGISTICS MANAGEMENT SOLUTION

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 “**you**” or “**User**”); and **Shift Logistics Private Limited**, a company registered under the Companies Act, 2013, having its registered office at IDA UPPAL, PLOT NO C-16, UPPAL, HYDERABAD, Medchal - Malkajgiri, Telangana, 500039, offering ‘Logistics Management Services’, under the name ‘**Shift Logistics**’ (hereinafter referred to as “**Shift**” or “**we**” or “**Shift Logistics**” or “**Company**”, and together with the User referred jointly as the “**Parties**” and individually as a “**Party**”).

BACKGROUND

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

By registering or clicking on the 'Continue/I Agree' 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 Shift. This Agreement defines the terms and conditions under which you are allowed to use Shift's web Application and Shift's mobile application and how Shift will treat your account while you are a member. If you have any questions about our terms, feel free to contact us at support@shift.in .

You are advised to read this Agreement carefully. You expressly represent and warrant that you will not avail of 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 for you.

The Web/ Mobile App and the online/ offline services of Shift or its affiliates provide access to a platform that facilitates a more comfortable form of e-commerce where you can use the logistics services according to your requirements within India and in countries designated by Shift from time to time.

This Agreement, among other things, provides the terms and conditions for using the Services, primarily through a web-based practice management software hosted and managed remotely through the Web/Mobile App.

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

Shift 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**), terms of use, disclaimers, and other policies applicable to general and specific areas of this Agreement, Web Application, Mobile App 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 Shift.

1. USER ACCOUNT USAGE

- 1.1 This Agreement is a master agreement that governs the relationship between the Parties concerning one or more business (B2B) services that are offered by Shift to the User, which shall *inter-alia* be subject to the terms and conditions specified in **Annexure-A** (*Shift Service Specifications*). Shift hereby authorizes the User to view and access the content available on the Web/Mobile App 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 Web and Mobile App (collectively, "**SHIFT Content**"), are the property of Shift and are protected under copyright, trademark, and other laws. User shall not modify the Shift Content or reproduce, display, publicly perform, distribute, or otherwise use the Shift Content in any manner without the consent of Shift.
- 1.2 Users shall not 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 way anyone you have authorized to use the Services and for ensuring that all such users comply with all of the terms and conditions of this Agreement. Any violation of the terms or conditions of this Agreement by any such user shall be deemed a violation thereof by you, towards which Shift shall have no liability or responsibility.
- 1.3 Multiple users are not permitted to share the same/single log-in. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any log-in you use to access the Services.
- 1.4 You agree that any information you give to Shift will always be true, accurate, correct, complete, and up to date, to the best of your knowledge. Any phone number used to register with the service be registered in your name, and you might be asked to provide supporting documents to prove the same.
- 1.5 You agree that you will not use the Services provided by Shift for any unauthorized and unlawful purpose. You will not impersonate another person to any of those mentioned above.
- 1.6 You agree to 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 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Shift unless you have been specifically allowed to do so in a separate agreement with Shift.
- 1.8 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 1.9 You agree that you are solely responsible for (and that Shift has no responsibility to you or to any third party for) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which Shift may suffer) of any such breach.
- 1.10 You expressly acknowledge and agree that your use of the Services is at your sole risk and that the Services are provided "*as is*" and "*as available*", and Shift at its discretion will provide any customization or modification.

1.11 You agree that this Agreement and the Services of Shift form a part subject to any modification or removal by Shift with change in government regulations, policies and local laws as applicable.

2. FEES AND PAYMENT

- 2.1 Subject to the provisions of this Agreement, the User will pay Shift the fees and other amounts outlined in this Agreement or as otherwise agreed by the Parties.
- 2.2 Shift may add new services for additional charges or proactively amend charges for existing services at any time in its sole discretion. Fees stated prior to the services being provided shall apply as amended at Shift's sole discretion from time to time.
- 2.3 If you purchase any subscription-based paid service, you authorize Shift to charge you applicable fees at the beginning of every subscription period or at such intervals as applicable to the said service, and you authorize Shift to make such modification to the fee structure as required and also agree to abide by such modified fee structure.
- 2.4 You agree that the billing credentials provided by you for any purchases from Shift will be accurate, and you shall not use billing credentials that you do not lawfully own.
- 2.5 The User agrees to pay all subscription fees, service fees, and other fees applicable to the User's use of Services or any other services which are beyond the scope of the Services and this Agreement, and the User shall not (directly or indirectly) circumvent the fee structure.
- 2.6 The User is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting under applicable law. Shift is in no way responsible for any of the User's taxes or legal or statutory compliances.
- 2.7 Unless otherwise specified, all fees shall be exclusive of taxes, and Goods and Service tax and other statutory taxes, as applicable, shall be levied on every purchase/Service.
- 2.8 The payment process would be completed only on receipt of all charges payable to Shift.
- 2.9 If applicable, Shift shall raise an invoice for the Services and the freight amount (if payable) twice in a calendar month (preferably in mid-month and end of the month). The invoice shall be available on the billing/payments section of the User's dashboard on the Shift platform.
- 2.10 The User shall be required to clear the invoice within 7 (seven) days from the date of the invoice. Payment terms for the pre-paid accounts have been specified in Clause 4 of **Annexure-A**.
- 2.11 If the User fails to pay the full invoice amount in accordance with the period mentioned above or any other amounts/charges payable under this Agreement by the due date. In that case, Shift will have the right to: (i) retain (and subsequently adjust the outstanding amounts/charges within 15 days of retention from) the amounts received from the end customer of the User through the cash on delivery method ("**COD Amount**"), and/or (ii) retain the custody of (and subsequently dispose within 21 days of retention) the shipments of the User which are owned by Shift logistics partner(s), and/or (iii) levy interest of 18 % per annum from the due date of payment, till such time that the User makes an entire payment towards the invoice, and/or (iv) forfeit the any deposit amounts of the User (if any) lying with Shift. Furthermore, without prejudice to the above, the User now agrees that it shall become liable to pay the freight charges (both forward and RTO (Return to Origin Charges) as soon as a shipment is picked up or is RTO initiated by the Shift courier partner. That Shift shall have a right to recover such freight charges from the User (for all the shipments which have been picked- up/shipped/RTO however which have not been invoiced) as per the various modes agreed under this Agreement, including but not limited to retaining/adjusting the COD Amounts for the shipments of the User.
- 2.12 If the User closes its account with Shift, or this Agreement expires or is terminated, Shift will deduct

the Fees and the freight amount due to it from the User from the COD Amount. Shift shall, after that, remit the remaining COD Amount after such deduction, within 10 (ten) days from the date of such closure/expiration/termination, subject to reconciliation and completion of all the shipments and transactions pertaining to the User/his account. If the COD Amount falls short of the outstanding amount payable by the User, the User shall, within 5 (five) days from the date of such closure/expiration/termination, pay the outstanding amount to Shift. Until the payment of the entire dues, Shift shall retain custody of (and subsequently dispose of within 30 days of retention) the shipments of the User which are in possession of Shift partner(s). In the event of any delay in payment of the outstanding amount by the User (as required under this clause), Shift shall have a right to levy interest of 18 % per annum on the outstanding amount from the due date of payment till the date of actual payment and/or to forfeit the security deposit amount of the User (if any) lying with Shift.

2.13 Save as otherwise stated in this Agreement, for any claims by the User regarding non- connectivity of the shipment (i.e. where the User is claiming that the shipment has been picked up but not connected) - the signed copy of the manifest sheet of the pickup against the disputed shipment must be submitted along with the claim request by the User within 3 (three) days from the pick-up date. Without the signed manifest, any such request shall not be considered valid.

2.14 The User agrees that in case of shipments booked under Cash on Delivery ("COD"), Shift logistics' Third Party Courier partner shall deliver the shipment and collect cash from the customer, as per the details mentioned on the shipping label and remit/reimburse the amount to Shift which then would be remitted/reimbursed to the User as per Clause 3.7 of Annexure-A. In relation to the same, it is hereby clarified that: (i) the User engages Shift as an agent of the User for the purpose of collection of the COD amount; (ii) Shift may receive certain consideration (as mutually agreed) in lieu of such services as an agent, and (iii) Shift shall not have any title to the goods for which the COD amount will be collected. In this regard, the User agrees that Shift shall have the right to deduct the freight charges from the COD Amounts received by Shift and then remit/reimburse the balance amount to the User. Shift shall not be responsible for any loss of "COD" amount when it is in possession of the Third-Party Carrier Partner and if the said amount is lost in the possession of the Third-Party Carrier Partner Shift and the User will be bound by the Terms and Conditions of the Third-party Carrier Partner.

2.15 Shift may, from time to time, in its sole discretion, provide/allocate a credit limit to the User for the Services, which can be used by the User within a specified time period.

2.16 Shift reserves the right to modify the fee structure by providing notice on your dashboard or through email to the authorized User, which shall be considered valid and agreed upon communication. Upon the User not communicating any negative response/objection to Shift to such notice, Shift shall apply the modified Fee structure.

2.17 To process the fee payments, Shift might require details of the User's bank account, credit card number, and other financial information. Users shall be responsible for maintaining the confidentiality of such information provided by Users.

2.18 As needed, Shift can enable a postpaid payment plan to the User/client who provide the necessary reason why that mode of payment would be suitable compared to the wallet payment system currently enforced in the application. Shift shall generate an invoice for all transactions for a period of 1 month on the 1st of next month and the same shall be paid in full within 5 days of invoice generation by the User/Client. When unpaid, Shift has the right to suspend account operations for the said postpaid account and hold the shipments that are in transit. A simple interest rate of 15% Per annum shall be charged by Shift on the Unpaid amount of the Client/User/Seller after expiry of fifteen days of the due date until the same is cleared and the same shall be recoverable from the Client/User.

3. LIABILITY

3.1 Shift shall not be responsible or liable to the Users for any losses, damage, injuries, or expenses incurred by the Users as a result of any action taken by Shift, where the User has consented for the same.

- 3.2 Shift does not provide or make any representation, warranty, or guarantee, express or implied, about the Services. Shift does not verify any content or information provided by Users and, to the fullest extent permitted by law, disclaims all liability arising out of the User's use or reliance upon the Services.
- 3.3 Notwithstanding anything contrary provided in this Agreement, in no event, including but not limited to negligence, shall Shift or any of its directors, officers, employees, agents or content or service providers (collectively, the "**Protected Entities**") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Services or the content, materials and functions related thereto, User's provision of information via the Services, lost business or lost sales, even if such Protected Entity has been advised of the possibility of such damages.
- 3.4 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.
- 3.5 The Protected Entities shall not be liable for any act or omission of any other person/entity furnishing a portion of the service, or from any act or omission of a third party, including those vendors participating in the Services, or for any unauthorized interception of your communications or other breaches of privacy attributable in part to the acts or omissions of the User or third parties, or for damages associated with the service, or equipment that it does not furnish, or for damages that result from the operation of the User provided systems, equipment, facilities or services that are interconnected with the service.
- 3.6 Shift shall not be responsible for any loss (including loss of COD amounts) in case of forcible snatching by the buyer/customer of the User. Such incidents/cases shall be the sole responsibility of the User and the User is liable to initiate actions to resolve such incidents, if any, on its own, including but not limited to legal processes as well as to reimburse the losses (if any) to the concerned logistic partner/its personnel.
- 3.7 The User undertakes to resolve the disputes raised by the buyer(s) within 72 hours from the raising of such dispute(s). Failure to do so shall enable/authorize Shift to hold the COD remittance until the User rectifies such dispute(s).
- 3.8 Shift shall not be liable for any misunderstandings with respect to any special offers and Coupons which are displayed on the Web Application and Mobile Application.

4. GENERAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

- (a) It has all necessary rights, powers, and authority to enter and perform this Agreement; and
- (b) 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 Shift, 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 whatsoever name called, levied on the shipments.

- 5.2 Shift 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 SHIFT 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 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 the "**Receiving Party**." The Party that discloses Confidential Information shall be known as the "**Disclosing Party**."
- 7.2 The Receiving Party acknowledges that the Confidential Information is received on a confidential basis and that the Disclosing Party shall remain the exclusive owner of its Confidential Information and of Intellectual Property rights contained therein. No license or conveyance of any such rights to the Receiving Party is granted or implied under this Agreement.
- 7.3 The Receiving Party shall:
- (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 cause all its officers, agents, servants, employees, professional advisors, contractors, and prospective contractors to treat confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion the Receiving Party exercises to protect 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 written consent of the Disclosing Party, disclose or otherwise make available the Disclosing Party's Confidential Information or any part thereof to any party other than those of its directors, officers, agents, servants, employees, professional advisors, contractors or prospective contractors who need to know the Confidential Information for the purposes set forth herein;
 - (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 internal use following 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 that Party does not own the Confidential Information or portion thereof.

8. INTELLECTUAL PROPERTY RIGHTS

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

8.2 The User hereby agrees and acknowledges that the Intellectual Property rights in all the material created and developed by the User, including any material created and developed by the User for the performance of Services under the terms of this Agreement, shall vest with Shift.

8.3 All the Intellectual Property already developed and/or owned by each Party shall continue to vest with the Party concerned.

8.4 The Parties recognize that all third-party Intellectual Property rights are the exclusive property of their respective owners.

9. NON-SOLICITATION

The User agrees and undertakes that, during the term of this Agreement and for 36 (thirty-six) months after that, 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 Shift 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 Shift.

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 A for the Services undertaken. During this notice period, Shift will investigate and ascertain the fulfillment 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 Shift for any of its Services which the User has availed following this Agreement. Shift shall not be liable to the User or any third party for any termination of the User's access to the Services.

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

- (a) The User breaches any terms and conditions of this Agreement;
- (b) Shift believes in its sole discretion that the User's actions may cause legal liability for such User or for Shift or are contrary to the terms of use of the Services, or terms of this Agreement; and

(c) Shift deems fit for its convenience without providing any reason.

10.4 Once temporarily 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 SHIFT.

11. MISUSE OF THE SERVICES

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

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by the laws of India and subject to the clause below, the courts of Hyderabad shall have exclusive jurisdiction to determine any disputes arising out of, under, or in relation, to the provisions of this Agreement.

12.2 Any dispute arising under this Agreement shall be settled by arbitration to be held in Hyderabad following the (Indian) Arbitration and Conciliation Act, 1996, in the English language, and shall be heard and determined by a sole arbitrator to be chosen by both the parties from a panel of five independent arbitrators provided by Shift. 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 into or delivered as contemplated in

this Agreement herein sets out the entire Agreement and understanding between the Parties with respect to the subject matter hereof. Unless otherwise decided by Shift, the annexures containing specific terms of use supersede all general terms of the Agreement, previous letters of intent, heads of terms, prior discussions, and correspondence between the Parties in connection with the Agreement referred to herein. Similarly, unless otherwise decided by Shift, the SOPs/SLAs issued in furtherance of this Agreement shall supersede this Agreement's provisions and the annexures.

15.2 This Agreement and the rights and obligations herein shall not be assigned by the User, without the consent of Shift.

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.

17. WAIVERS AND REMEDIES

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

18. SPECIFIC PERFORMANCE

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

19. INDIRECT AND CONSEQUENTIAL LOSSES

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

20. CONTACT INFORMATION

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

20.2 The User hereby agrees and provides his consent to receive communications, correspondences, updates, notifications, etc. from Shift through Email, SMS, 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 SHIFT from time to time; (ii)

provides his consent for verification of the information and documents submitted to Shift in order to establish its genuineness in the manner permitted by applicable laws; and (iii) provides his consent and further authorizes Shift 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, 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.

"Third-Party Carrier Partners"/ Third Party Courier Partner/ Third Party Delivery Partner: They are independent Third-Party Companies/firms/entities providing logistical delivery services for delivery of Products of the User to their End Customers. The Products to be delivered to the End Customers of the User will be handed over to the Third-Party Carrier Partners by the User.

"Manifest": A Sheet created by Shift in the Web Application from the details provided by User when creating an order. The Manifest can be downloaded by the User and kept with the User which contains the details of the Order which also serves as proof of order pickup which is signed by the delivery representative of the "Third Party Carrier Partner"/ Third Party Courier Partner/ Third Party Delivery Partner at the time of picking the Goods/Products from User.

End Customer: Are the Customers of the User for whom the User is Delivering the Goods/Products through the Third-Party Carrier Partners. Shift Connects the Third-Party Carrier Partners and the Users with respect to Delivery of Goods to the End Customers of the Users through its Web Applications and performs various functions for the Users as defined in this agreement through the said Web Application.

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 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, sub-paragraph 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 relation to a 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.

22. B2B ORDER PROCESSING

Shift is currently processing B2B orders on a manual level ie; directly contacting the carrier partner and negotiating with them to deliver the sellers' shipment when needed. Shift responsibility and liability is only limited to its efforts in shipment allocation to a recognized shipping partner and enable tracking to the seller for the same shipment and is in no way responsible for damages or delays so caused by the shipping partner. Shift will, to the best of its efforts, try to provide a transparent communication channel for both parties to settle any dispute but will not take ownership/responsibility for any issues regarding the shipment or goods being shipped.

As and when the offline B2B order booking is moved to the application, the liabilities remain the same although Shift plans to increase communication and easier tracking process for the benefit of the seller. Regular updates shall be notified to the seller in application whenever needed. All other terms and conditions in the agreement to whatever extent applicable to B2B orders shall be applied to B2B orders.

ANNEXURE-A

Shift Logistics Service Specifications

1. Scope of Services

- 1.1 Shift is the author and owner of its logistics software and platform (Shift Platform), providing its Users with an automated shipping panel integrated with the courier partners. The User agrees that Shift provides logistic services (for both domestic and international (cross-national border) shipments), and it is the subcontracted logistic partners of Shift who perform the actual pick-up and delivery of freight.
- 1.2 The User agrees that the shipments shall be picked up by Shift's logistics partner from the User's locations as communicated to Shift at the time of your sign-up.
- 1.3 The User will be given a list of logistics partners (Third Party Carrier Partners) to choose from in the Application based on availability in different regions where the services under this Agreement are provided. The User may choose any one of the Third-Party Carrier Partners from the List provided by Shift Logistics.
- 1.4 After the picking/choosing of the Third-Party Carrier Partner/Logistic Partner by the User a tracking number would be assigned by an automated process based on the pick-up and delivery pin code and type of shipment.
- 1.5 Users shall provide/display prominently on the 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 collectible value (net value) to be collected in case of COD (Cash on Delivery) shipments. The Shift backend panel platform from Shift 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 logistics partner happens.
- 1.6 The User shall agree that the shipment to be handed over to the logistic partner on behalf of Shift is in a tamper-proof packing of their brand.
- 1.7 The User will be solely responsible for complying with all statutory requirements (State and Central Laws/Statutes) applicable concerning the booking and sale of the shipments carried and delivered by the logistics partners of Shift in pursuance of this Agreement.
- 1.8 It is expressly understood by the Parties that Shift is a mere service provider to the User and not in any other capacity whatsoever it may be called. It is further agreed by the Parties that Shift is not performing any activity or job or providing service on behalf of the User, which is tantamount to the seller or retailer and or stockiest/distributor. The complete activity performed by Shift under this Agreement is based on specific instructions given by the User as part of the scope defined and from time to time.
- 1.9 Shift reserves the right to provide web-based (online) tracking solutions for all shipments through its logistics partners/Third Partner Delivery Partners.
- 1.10 You agree that Shift's logistics partner, when receiving the shipments from the User, will use 'Air Waybill' provided to them through its logistics management software Shift. It is always agreed between the Parties hereto that for Shift and its logistics partner, the 'Consignor/ Shipper' in the 'Air Waybill' shall be the User who is shipping the goods. It is clearly understood that Shift's liability, if any, and to the extent agreed herein, shall extend only to the User. The User shall be fully liable to its customers, and neither Shift nor their logistics partners shall have any direct or indirect connection/ relationship or responsibility/obligation to the User's customers in any manner whatsoever.
- 1.11 The User hereby agrees that it shall:

- (a) Not (directly or indirectly) use Shift's Services/Shift platform while being in the capacity of a reseller, OTC (over the counter), or franchisee of any courier/logistics company, including and not limited to that of Bluedart, Delhivery, Ecom Express, Xpressbees, Shadowfax, DTDC, Amazon Shipping.
 - (b) Use the courier company account/services through Shift platform only for e-commerce sales-related transactions; and
 - (c) The user understands that Shift is not authorized to solicit existing active customers of the service provider.
- 1.12 The User confirms that the User is fully aware of the items prohibited on Shift or Shift's logistics partner network for carriage and undertakes that no such prohibited items of shipment shall be handed over to Shift's logistics partners for carriage by its customers.

In the event, Shift believes that you have breached any of the above provisions. Shift would *inter-alia* have the right to deactivate the Shift account, retain the custody of (and subsequently dispose within 30 days of retention) your shipments and to levy damages/charges (along with the applicable GST amount and freight charges) of ₹ 100000/- per incident/shipment or of such other amount as decided by Shift in its sole discretion.

2. The obligation of the User

- 2.1 You agree that the User shall be responsible for proper tamper proof and damage-proof packing of the products.
- 2.2 You agree that you 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, Shift shall have no responsibility of any kind in case of pilferage/damage/alteration/tapering/leakage, etc. of the goods/shipments. In such a scenario, the entire responsibility shall be of the User.
- 2.3 User shall be ready with the packed order when the courier person comes to receive the shipment, all pick-ups should be logged before the cut-off time as directed by the customer support team of Shift, and no pick-up beyond the cut-off time of the logistics partner shall be possible. The User agrees that they shall contact the Courier Company personnel for the pick-up arrangements.
- 2.4 The User shall collect receipt(s) of the signed copy of the manifest; it is the proof of shipment handover to the courier companies. If the user does not have a signed copy of the Manifest he shall not be entitled to make any claim against the Third Party Carrier Partner.
- 2.5 The User shall strictly only use the automated system for generating the pick-up and move the shipment only on the Airway Bill number generated from the Shift administration panel provided during sign-up by the User for shipping services. If the User moves the freight through the physical shipping docket or airway bill number – then damages of ₹ 1500 (Indian Rupees one thousand five hundred only) shall be charged per airway bill number issued.

In addition, the User shall not book/ship two or more shipments against a single AWB number or send multi-packet shipments. Any breach of this condition by the User (whether intentional breach or not) shall give the right to Shift to claim the concerned expenses (including the freight amount of all the shipments) and liquidated damages of up to ₹10000 (Indian Rupees ten thousand) per incident/shipment (and applicable GST amount) from the User. However, this restriction shall not be applicable if the User has activated MPS (multi packet shipments) services with Shift.

- 2.6 The User should insert the invoice in the package/shipment before handing over the cargo to the logistic partner. The said invoice shall comply with all the applicable laws (including GST-related rules and regulations).
- 2.7 The User agrees that Delivery Partners/Third Party Carrier Partners are available for only locations which are accessible to the said Delivery Partners/Third Party Carrier Partners and that Shift Logistics has always right to refuse booking in case the said location requested for booking is not available or inaccessible.
- 2.8 User shall agree that in case of a reverse pick up of orders (only national orders), it shall be your responsibility. If a reverse pick-up is requested by the User, the same shall be charged the applicable fixed fee, additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.
- 2.9 User hereby agrees that it will not book / handover any good/shipment which is banned, restricted, illegal, prohibited, stolen, or infringing of any third party rights, or which contains any cash, jewelry (excluding artificial jewelry), 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 concerned courier partner; in which cases Shift shall not be liable for the delivery of any such products. Without prejudice to the generality of the aforesaid, an indicative list of the dangerous and restrictive goods is given in **Annexure-B**.
- 2.10 In the event User hands over or provides the aforesaid goods/shipments to Shift/its courier partner, then Shift/its courier partner shall not be responsible and liable for any loss, damage, theft, or misappropriation of such products even if the service provider or delivery personnel knows the same and even if such loss, damage, theft or misappropriation is caused due to any reason attributable to the service provider or delivery personnel. The User undertakes that in the event any article/good/shipment booked/handed over by it falls within the category of the banned/illegal items or those described above (including reactive, hazardous, and dangerous goods which are in breach of any applicable law or of any packaging/transportation guidelines of the concerned courier partner), then the User agrees to indemnify Shift and its courier partner for any and all issues, losses, and damages arising pursuant thereto. In addition, Shift 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) and to levy damages/charges (along with the applicable GST amount and freight charges) of ₹ 1,50,000 (Indian Rupees one lakh fifty thousand only) per incident/shipment or of such other amount as decided by Shift in its sole discretion.
- In addition, you shall not hand over counterfeit or fraudulent products/shipments to Shift/its courier partner, failure of which will attract the consequences mentioned in **Annexure-B**. Further, the consequences of non-essential shipping items in Government prohibited areas and disputed shipments/cases have been specified in **Annexure-B**.
- 2.11 Shipping of Documents: The User hereby agrees that if the User wishes to use the Shift platform for shipping documents/letters/likewise items, then the User shall use the said services only pursuant to agreeing with Shift the terms and conditions related to the shipping of documents. In the absence of the above-stated agreed terms, the said orders/shipments will be processed as per the then prevailing terms and conditions of Shift relating to the shipping of documents.

- 2.12 User understands, agrees, and acknowledges that the Logistic Partners/Third Party Carriers of Shift will only be delivering the goods as per instructions of the User based on location given in the Application. Shift shall not be liable for any damages caused to the goods when they are in the possession of the Third Party Carrier Partners/Logistic Partners. Shift is not an insurer of the goods. The User hereby expressly and specifically waives all its rights and claims against Shift and its logistics partners arising out of or in relation to the principles of insurance.
- 2.13 In case of damaged/pilferage/tempered/pressed/leaked shipment, the receiver shall mention negative remarks on the POD (Proof of Delivery) copy to get a claim for the shipment. However, in the absence of any negative remarks on the POD (Proof of Delivery) copy clearly stating such damage/pilferage/tampering/pressing/leakage, no claim shall be entertained by Shift at any time.
- 2.14 Claims for any kind of damage/pilferage/tampering/leakage of the booked articles/goods/shipment shall be entertained only if the outer packaging done by the shipper/Third Party Courier Partner is damaged/altere/d 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 Shift.
- 2.15 Shift shall not entertain any dispute(s) regarding damage/pilferage/tampering/leakage/non-receipt of delivery/fake delivery shall be considered by Shift after 48 hours from the receipt/delivery of the said article/goods/shipment. Further, Shift shall not entertain any request for providing the POD of a load after 72 hours from the delivery/RTO of the shipment.
- 2.16 The User shall ensure that the correct and complete description of the destination/address, as well as all the relevant information/details and documents (including but not limited to the e-way bill number and valid GST invoice), are mentioned/provided by the User while booking/handing over a shipment. In case any incomplete/incorrect information or documents are provided by the User, the load may be returned from the 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 costs shall be entertained by SHIFT. Further, in case of breach of this clause, Shift would *inter-alia* have the right to levy damages/charges (*along with the applicable GST amount*) on the User of ₹ 1,00,000 (Indian Rupees One Lakh only) per shipment or of such other amount as decided by Shift in its sole discretion.
- 2.17 For orders having a monetary value of Rs.50,000/- and above, the Government of India mandates sellers to maintain an eWay Bill corresponding to the order and is to be created in the government website as per given guidelines. This eWay Bill must contain essential details like seller and recipient addresses, Invoice ID, product category, and more. In the Shift application, an e-way bill is mandatory for shipments valued at Rs.50,000/- and above. Once uploaded and entered into the application by the seller/User/Client it will be transmitted to the respective carrier partners managing the shipment. Shift bears no responsibility for the e-Way bill, including any complications arising from incorrect data or transportation issues related to it. While Shift will provide support in case of complications and offer necessary details, it remains the sole responsibility of the seller to resolve any issues regarding the eWay Bill as it is the Sellers/Users responsibility to upload the E-way Bill.

3. Fees

- 3.1 The User hereby agrees that the applicable shipping rate will be charged as per the current prevailing rate mentioned on the live calculator link in the Users admin panel.
- 3.2 Shift reserves the right to apply other applicable charges over and above the shipping base rates, and Shift service charges like COD charges and other fees are as on the live calculator link in the Users admin panel. Applicable charges related to sending of WhatsApp notifications with respect to delivery of your products will be charged and billed to you and Shift is not liable for message failures caused by external factors.

- 3.3 Shift has the right to change the rate mentioned on the live calculator link in the Users admin panel and prevailing.
- 3.4 Goods and Service tax and other taxes are applicable as per taxation law.
- 3.5 Volumetric weight is calculated at $LxBxH/5000$ for all courier companies except for Ecom express $EGS(LxBxH/4500)$ and DTDC 7G cargo $(LxBxH/4750)$. Length, breadth, height must be taken in Centimeters and divided by denominator, this will give the value in Kilograms. For B2B orders, volumetric weight is calculated as $L*B*H$ (in cms) / 27000 or $L*B*H$ (in inches) /1728. The value so obtained is to be multiplied with the maximum weight allotted for 1 Cubic Feet as per the courier partner. If applicable, other charges like address correction charges shall be charged extra. Dead/Dry weight or volumetric weight, whichever is higher, should be taken while calculating the rates.
- 3.6 In case the declared weight differs and is less than the actual weight, then shipping charges will be revised to the actual weight. You will be notified regarding such discrepancy in the weight (on the dashboard or through email) 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, if you do not accept or reject the updated weight, the same will be auto accepted in 7 (seven) working days. 'Working Days' in this clause shall mean days on which Shift is open for business, other than Saturday, Sunday, and days declared by Shift as holidays.
- 3.7 Save as otherwise agreed by the Parties, remittance of the COD amounts to the User shall be done within 7 (Seven Days) days from the delivery date of the concerned shipment, subject to the remittance cycle being followed by Shift, which at present is remittance on every Thursday.
- 3.8 In case the COD amount is already remitted to the User due to the wrong status (delivered) updated by the courier partner, the same amount shall be deducted from future COD payments. Further, in the event Shift cannot remit the COD amount to the User within 365 days from the due date due to any reason not attributable to Shift (including incorrect bank details provided by the User). The User hereby agrees to waive all its rights and claims against Shift and its logistics partners arising out of or concerning non-payment of the COD amount, and Shift shall have an unconditional right to forfeit such unclaimed COD amount after the expiry of said 365 days.
- Any queries in relation to COD remittance should be raised as a ticket on support@shift.in
- 3.9 For any claims by the User, the signed copy of the manifest sheet of the pick-up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest, the request shall not be considered valid.
- 3.10 Said To Contain Basis & Inspection: It is expressly understood by and between the Parties that all products agreed to be delivered by Shift or its logistics partners are on "SAID TO CONTAIN BASIS," i.e., Shift or its logistics partners shall be under no obligation and is not expected to verify the description and contents of the products declared by the User on the docket, and as such, the User shall undertake and ensure to make a 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 pre-paid/replacement/gift shipment). Further, SHIFT is not responsible in any way whatsoever for the merchantability of the products.
- 3.11 That the User shall indemnify Shift against all claims of End Customers with respect wrong description of products delivered or missing products in the packages delivered by the Third-Party Carrier Delivery Partner.
- 3.12 Shift is now enabling sellers without a GST to register and place orders in the carrier aggregator application. For safety and security purposes, the seller is required to provide a scanned copy of their Aadhar card and PAN card and a photo recording (will be done in application) of the same person as provided in the IDs. Sellers are required to adhere to all the guidelines as mentioned in the document

except the ones pertaining to GST and DO NOT SELL any prohibited and restricted items as mentioned in the appendix. Since the seller is selling without GST, some delivery partners may not be committed to receiving your orders so it is to be noted that these sellers will not be able to access the complete Shift services and features. However, if GST is applicable to the seller, they are obligated to register with GST and Shift shall not be responsible if the seller does not register with GST.

4. Terms of Payment for Pre-paid Accounts

- 4.1 The User shall agree to deposit an amount in their respective account/Wallet to use our Services as per the pre-paid model. Clause 4 shall be applicable only in the case of pre-paid accounts. User agrees to recharge their account/Wallet by clicking on "Recharge Wallet" and choosing the amount according to their business needs; you can use this amount to ship products/orders/goods through air and surface.
- 4.2 Shift reserves the right to activate your account once the User has topped up its recharge wallet with an initial Recharge Amount.
- 4.3 The User shall agree that the shipment weight will automatically get deducted from your credit weight. As per the norms of Shift Logistics, you will be charged a minimum of 0.5 kgs (or in multiples) for your air shipping. Please note that the weight charges applied by the courier companies may differ, but such payments shall be adjusted in/from your Shift wallet limit on your Shift account after picking up the shipment.
- 4.4 Shift shall issue an invoice which will get auto adjusted (if applicable) against the credit in your account/Wallet as the following conditions:

(I) If the invoice amount is more than the credit in your account

The User shall agree that if the invoice amount is more than the credit in your account/Wallet, the freight invoice will be marked as unpaid and constantly reflected in your panel and invoice history. If you fail to pay the invoice, the shipping will be suspended. To continue using Shift Services, you need to recharge your account for the unpaid invoice as well as the new shipping limit.

(II) If the invoice amount is less than the credit in your account

The User shall agree that if the invoice amount raised is less than the credit in your account/Wallet, the freight invoice amount will automatically be adjusted from your credit Wallet Balance (if not already adjusted) and marked as paid. The User shall then continue using Shift Services from the remaining credit amount. If, as on the date of issuance of the invoice, the freight invoice amount has already been adjusted from the credit in your account, the invoice shall be generated with marked as paid.

- 4.5 The User shall agree that it will be your responsibility to verify the invoices and inform the Shift within 5 (five) working days in case of any disputes regarding the contents of the invoice.
- 4.6 For any claims by the User like wrong freight being applied, Cash on Delivery missing, pilferage, in-transit damage - the signed copy of the manifest sheet of the pickup against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest, the request shall not be considered valid.
- 4.7 If for any reason (including but not limited to the reason of weight discrepancy), the balance amount of the User in the Shift wallet becomes negative, then SHIFT shall *inter-alia* have the right to hold/retain/adjust the COD Amounts for the shipments of the User.
- 4.8 The credit balance amount in the Shift wallet shall be available for booking shipments only 2 years from the last shipment date. However, if the User does not book any shipment for a continuous period

of 2 years. SHIFT shall have an unconditional right to forfeit such credit balance in the Shift wallet after the expiry of 2 years from the last shipment date.

- 4.9 The User can request Shift to refund the credit balance of the wallet. Any such refund request shall be subject to a refund being made to the source/mode of payment, standard time taken to process such a refund, and mandatorily providing of necessary KYC documents by the User to process the refund. Further, Shift reserves a right to (i) deny any request to refund the credit balance to a source that is different from the 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 source/mode of payment; and/or (iii) levy appropriate damages/charges (as per its sole discretion) in case Shift believes that the wallet is being/has been used by the User for any unscrupulous/illegal activities or for purposes other than for payment to Shift. Wallet recharge Refunds will be processed back to the user's wallet only in cases where they have encountered an issue with the service or are dissatisfied. Such cases will be reviewed and handled on a case-by-case basis. The refunded amount will not include cashback, or any promotional amount provided by Shift during sign-up or recharge. Any such cash back or promotional amount credited to you in your wallet, during the usage of the wallet by you, shall be subtracted from the refund amount deposited in your account.

5. Returns/RTO of the Products

- 5.1 Shift reserves the right to return to the User the products/shipments that the customer does not accept for any reason whatsoever.
- 5.2 Shift reserves the right to apply the RTO (return to origin) charges per the prevailing rate mentioned on the live calculator link in the User admin panel.
- 5.3 You will ensure that such products are accepted at the location(s) specified by you and share the Airway bill number against which the shipment is returned to the User.
- 5.4 In case of non-acceptance of the RTO shipment by the User or in case the User is not reachable for RTO shipment, Shift reserves the right to levy reasonable demurrage/incidental charges for extended storage of such products for any period exceeding 10 business days from initiation of the returns and up to 60 days from such date. Furthermore, in case of non-acceptance of the products beyond 14 (fourteen) days from the first RTO undelivered date/first RTO delivery attempt date, Shift has the right to dispose of such products. Accordingly, the User will forfeit all claims in this regard towards Shift. The User will be required to pay charges for disposing of the product and all other charges (including demurrage/incidental charges). Further, in such a case, Shift shall *inter-alia* have the right to: (a) retain (and subsequently adjust the outstanding amounts/charges within 60 days of retention from) the COD Amounts of the defaulting User; and/or (b) retain the custody of (and subsequently dispose within 60 days of retention) the shipments of the defaulting the User which have Shift Logistics partner(s); and/or (c) forfeit the security deposit amount of the defaulting User (if any) lying with Shift.

6. Reverse Pick-ups

- 6.1 "Reverse Pick-up" means a collection of the products by Shift from the customer's address as specified by the User and the delivery of such products at a location mutually agreed between the Parties.
- 6.2 User shall agree that in case of a reverse pick up of orders, it shall be your responsibility, in case a reverse pick up is requested by the User, the same shall be charged additionally as per the then prevailing rates.
- 6.3 Shift and Shift's logistics partners shall not be responsible for verifying the contents of the products handed over by the customer to it delivery personnel (i.e. (i) RTO (Return to Origin) shipment (viz. The shipment which is returned in the same condition as originally dispatched by the User) and; (ii) closed box reverse pick-up shipment (viz. shipment which is opened and subsequently packed by the customer)) handed over by the customer, except in the case of open box reverse pick-up shipments. The packaging of such products shall also be the customer's sole responsibility. The packaging should

be good enough to ensure no damage in transit. The sole responsibility of the contents of the packed consignment shall lie with the end customer. Shift and Shift's logistics partners shall be, in no way, responsible for any shortage or damage of such consignments unless the same is caused solely due to the gross negligence of Shift.

7. Liability for "Forward Delivery"

- 7.1 The Delivery and handling of goods as mentioned in this Agreement shall be done by independent Reputed Third-Party Carrier/Courier Partners. Shift only connects the User to the said Third Party Carrier Partners through the. Shift shall not be liable for any Claims by the User under this Agreement for reasons which include but not limited to damage, loss, theft, etc, of the products/Goods. The Third Party Carrier/Courier Partners shall have their own terms and conditions which such claims and they shall liable subject to their terms and conditions and Shift shall assist in escalating and assisting the Users in communicating any such claims against Third Party Carrier Partners and refunds or damages given to the Users by the Third Party Carrier Partners shall be transferred to the User by Shift. However, Shift shall not fund any litigation against the Third Delivery Carrier/Courier Partners if the User chooses to do so it shall do it at its own cost and convenience.
- 7.2 Any Claim made by the User against the Third-Party Carrier/Courier Partner shall be raised within the timelines specified under this Agreement and, in any event, not later than 21 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 period along with a copy of the signed shipping manifest.

In relation to the above, it is clarified that:

A refund amount to be transferred to the End Customer by the User shall be done directly from the Account of the User by the User and Shift or its Web Application shall have no role in refund of the said price paid for the products or any refund amount to be paid by the User to the End Customer.

- 7.3 The User agrees that all claims relating to: (i) damage/pilferage/tampering/leakage/fake delivery of the shipment must be notified to Shift in writing within 48 hours of the delivery of shipment; and (ii) loss/theft of the shipment must be notified to Shift in writing within 2 days of the shipment pick-up date.
- 7.4 It is hereby informed and agreed that Shift and/or its courier partner(s) shall not be responsible for any damage to the shipments which include liquid or fragile items/products (including but not limited to liquid cosmetic, beauty products, perishable and glass items).

8. Termination

Shift services stay active till 10 (ten) days from the date of the last unpaid invoice. The User shall be charged for the period for which the invoice has been raised. The User must request termination before the next billing cycle starts and/or the next invoice is generated, or the cancelation request does not count. There is no pro-rated refund for the remaining service period in the current billing cycle.

The customer can request the termination by email to support@Shift.in with the following information and request of termination:

- name of the User;
- name of the store & Company ID; and
- reason for termination.

9. Logistic Companies:

Other Logistic Companies which specifically deal in the delivery of goods to end customers may use the Shift Application for Delivery, it may be noted that the same terms and conditions apply to the Logistics Companies and they shall be treated as a User under the this Agreement and their respective End Customers shall not have special contractual relationship or special privileges with Shift and shall be bound by the same terms and conditions as given in this Agreement herein.

ANNEXURE-B

You shall not, directly, or indirectly, offer or attempt to offer or trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation, or guideline for the time being in force.

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

1. "Securities" within the meaning of the Securities Contract Regulation Act, 1956, including shares, bonds, debentures, etc. and / or any other financial instruments / assets of any description.
2. Living, dead creatures and / or the whole or any part of any animal which has been kept or preserved by any means whether artificial or natural including rugs, skins, specimens of animals, antlers, horns, hair, feathers, nails, teeth, musk, eggs, nests, other animal products of any description the sale and purchase of which is prevented or restricted in any manner by applicable laws (including those prohibited under The Wildlife Protection Act, 1972).
3. Weapons of any description.
4. Liquor, tobacco products, drugs, psychotropic substances, narcotics, intoxicants of any description, medicines, palliative / curative substances.
5. Religious items, including books, artifacts, etc. of any description or any other such item which is likely to affect the religious sentiments of any person.
6. "Antiquities" and "Art Treasures" in violation of the provisions of the Antiquities and Art Treasures Act, 1972("the Act").
7. Used cellular phone SIM Cards.
8. Furthermore, you agree to display and adhere to a term of use or other user-type agreement, as well as a privacy policy, governing Your operation of your Store and your conduct with your Store's customers.

Dangerous Goods:

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

Restricted Items:

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

Counterfeit or Fraud Products/Shipments:

It is the policy of Shift 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, Shift has a zero-tolerance policy concerning counterfeit or fraudulent 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 Shift believes that you or any of your customers are shipping/selling (or have shipped) counterfeit or fraud product/shipment (including any fake electronic product, not limited to mobile phones, smartwatches, and likewise products), Shift would *inter-alia* have the right:

- a) to seize such product/shipment,
- b) to report the incident to the appropriate government authority/police station,
- c) to blacklist, you/your customer from trading/doing business with Shift,
- d) to sue for damages and loss caused to Shift due to the Shipping of the said counterfeit/fraud shipment (counterfeit/fraud shipment to be decided by Shift at its sole discretion).
- e) to levy liquidated damages of up to ₹ 50,000/- (and applicable GST amount on said damages) on you/your customer (amount to be decided by Shift at its sole discretion) on account of causing reputational and goodwill loss to Shift,
- f) to block/retain/adjust the entire COD amount of yours/your customer lying with Shift/its courier partner,
- g) to seize all the products of yours/your customer lying with Shift/its courier partner and also to dispose such products (without any intimation to you) after a period of 21 days from the date of seizure: and/or
- h) to forfeit the entire security deposit amount lying with Shift.

Disputed Shipments/Cases:

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

Shipping Non-Essential Items in Government Prohibited Areas

In the event Shift believes that you are shipping (or have shipped) non-essential items/products in the restricted/prohibited area (such as red and containment zone/area, as declared by the Central or the relevant State Governments of India), then Shift would *inter-alia* have the right to levy penalty or liquidated damages on you of ₹ 5000/- per shipment (along with applicable GST amount) on account of estimated legal expenses which will be spent by Shift and for causing of reputational and goodwill loss to Shift, or the actual damages/losses/expenses in case the actual amount exceeds the above minimum threshold of ₹ 5000/-, as may be determined at the sole discretion of Shift.

ANNEXURE-C

Terms & Conditions of International Shipments

- A. **Proof of Delivery:** No proof of delivery will be provided in case of international shipments. The final status shared by Shift will be considered as the terminal status. No investigation based on proof of delivery will be entertained.
- B. **Returns:** There is no provision for Returns in international shipments. Undelivered shipments will be disposed of after a certain cut-off time, as decided by Shift.
- C. **Delivery:** In some cases, there will be chances that physical delivery to the buyer won't be possible, shipment will be delivered in an open porch/mailbox, or the buyer has to do self-collection from the access pick-up point of the carrier, and these cases will be closed as delivered on the system.
- D. **Cash on Delivery:** The cash Delivery facility is unavailable for international shipments. The seller has to provide an alternate on a case-to-case basis in aid of clearing the shipment in a manner to close them. In the absence of a revert and hold limit, cross shipment will be destroyed, and all charges will be billed to the seller's account if applicable.
- E. **Liability:** Shift will not be liable for any loss or damage to any shipment as the same is being handled by Third Party Courier Partners and said Shipping will be governed by the Rules and Regulations set forth by the Third-Party Courier Partners.
- F. **Packaging:** The packaging of the User documents of goods for transportation is the User's sole responsibility, including placing the goods or documents in any container which the User may supply to Shift. Shift accepts no responsibility for loss or damage to the papers or goods due to improper packaging.
- G. **Negligence:** The User will be responsible for all losses to the shipments due to failure to comply with its obligations.
- H. **Charges:** The User will be liable to pay all charges – customs, airport fees, and surcharges that is incurred by Shift in the process of enabling the movement of the User's shipment.
- I. **Miscellaneous:** In addition to the above, Shift shall have a right to add/modify the SOPs and SLAs as per its courier/logistic partner's requirements to the User (from time to time), which the User shall strictly follow. To avoid doubt, it is clarified that the referred SOPs and SLAs shall form an integral part of this Agreement, and any breach thereof will be construed as a breach of this Agreement.