

## **PRIVACY POLICY OF SHIPBERG IN INDIA EFFECTIVE FROM - 2018**

*NOW THEREFORE THE USERS HERETO AGREE AS FOLLOWS*

### ***Privacy policy***

We value the time and trust you place on us. That is the reason we insist upon the highest standard of security and privacy to the customer information. Please read the following terms & privacy to learn about our information gathering and usage practices.

### ***Information Collection***

When you use our website, we collect and store your personal information to provide you a safe, secured, efficient, user-friendly & customized experience. This allows us to provide services and features that most likely fulfill your needs and expectations, and to customize our website to make your experience safer and easier. More importantly, while doing so we collect personal information from you that we consider necessary for achieving this purpose.

In general, you can browse the website without any intimation or revealing any personal information about you. Once you update your personal information, you are not anonymous to us. Where possible, we indicate which fields are mandatory and which fields are optional. You always have the option to not provide information by choosing not to use a particular service or feature on the website and mobile application. We may automatically track certain information about you and use this information to do internal research on our user's interests and behavior to better understand, protect and serve our customers in a better way.

### ***Use of Profile Data***

To the extent we use your personal information to resolve disputes, provide services, and updates, customize your experience, detect and protect us against error, fraud and other malfunctions.

We identify and use your IP address to help diagnose problems with our server, and to administer our website. Your IP address is also used to help identify you and to gather broad demographic information.

### ***Cookies***

Cookies are pieces of information that are automatically stored in a person's hard drive upon his use of the website. ShipBerg uses cookies to enable the browser to track the user information that they enter on our website. The cookies are used to ensure the security and customization purposes only and it doesn't contain any viruses or malware. If the user rejects cookies, the user does not have rights to access some of the features or services offered by the website.

### ***Sharing of Personal information***

We may share your personal information with our other corporate entities to ensure detect and prevent identity theft, fraud and other illegal activities, to prevent abuse of our services, and to facilitate joint services that you request where such services are provided by more than one corporate entity.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is necessary to prevent safety and security of our users.

### ***Security and Information Management***

Our website and apps has stringent security measures to protect loss, misuse of the information by offering you the best secured servers. When you change or access your account information we strictly follow security guidelines preventing from unauthorized use.

We retain all your personal information at top notch security with an effort to have an efficient and practical experience until you change, or delete your information. You will have full access rights in updating, modifying and deleting your personal information available in your my profile section by logging in with your login credentials at any time.

### ***User Consent***

By using the website and providing with the personal information, you abide to the collection, sharing and use of the information you disclose on the website in accordance with this privacy policy.

If we decide to change our privacy policy, we will update those changes in this page so that you can always aware of the information we collect and the way we use to it.

If there are any questions regarding this privacy policy you may feel free to contact us with the below contact information.

### ***Terms of Service***

Before we connect, we request you to read the terms and conditions of the agreement below. By using the website, you are implying that you agree with all the policies of ShipBerg. Once you become a registered user of ShipBerg, you will automatically enter into a contract and acknowledge that you have read and accepted the agreement, which will apply to your use of our portal.

The agreement between the user and this website is subject to change anytime without prior notice. We may modify or change the terms and conditions, and the new agreement shall be in effect as soon as it is updated on the website. We recommend you to read the document carefully every time you use the website.

If you do not agree with the contract, you may not access or use the website.

### ***General Terms***

The content of the pages of this website is for your general information and use only. It is subject to change without prior notice.

We do not provide any warranty or guarantee to the accuracy, performance, or any other information found on the website. You may acknowledge that the information found in website may contain inaccuracies and we expressly exclude liability for such inaccuracies to the fullest extent permitted by law. We do not accept any responsibility for verifying the details and information submitted by the users.

To the fullest extent possible by law, no event shall ShipBerg, liable for any damages, including incidental and consequential damages, or damages resulting from lost data or business interruption or inability to access use ShipBerg whether based on contract or other legal theory.

Any software made available to operate this site or download is the copyrighted of ShipBerg and its associates. Under no circumstances you shall never misuse, sell, and deal with the software. You are licensed to use this software for visiting and downloading purpose only.

### ***Liability Limitation***

ShipBerg believes the entire content in the site to be accurate and legal to the best of its knowledge. Under no circumstances shall ShipBerg make any warranty or guarantee as to the

accuracy. We agree that the site may contain technical inaccuracies; thereby we are working in it to resolve the issues causing inconvenience.

### ***Termination***

ShipBerg reserve sole right to terminate access to certain features on the website or deny permission to particular user or create different access to the features on the website or to change any feature or introduce new feature without any prior notice.

We have right to temporarily or permanently terminate membership of any user, if we found the user indulges in fraudulent or illegal activities, breaches provision to our policy , unauthorized access to the members logging credentials. If the ShipBerg terminates the user membership of any particular user he/she will have right to join the website under a new account or name unless formally invited to do so. Therefore customers agree that in no event the website shall be liable to the users for the inability to use the website or other communication errors.

### ***User Eligibility***

ShipBerg implies any individual or business that legally operates in India or other countries can utilize our services under the applicable law. Therefore all users must be at least 18 years of age to be eligible to use our services.

### ***Registered Users***

To become a registered user, the user must fill the online registration form on the website/mobile application by giving desired information regarding name, contact information and details of business entity. We will assign a separate account for all the registered users establishing logging credentials. By registering with your information you expressly agree to the promotional content from ShipBerg through email or SMS. Any time the user can notify ShipBerg to stop sending promotional notices. The address you use while registering will be considered as the head or official address and that its representative or branch office will not be considered as its head office in case of any dispute or legal issues.

### ***General Obligations of the Customer***

- ShipBerg is just a platform / Portal connecting both Truck owners /contractors/transporters and Customers.
- Cancellation of trips is governed by truck operators and ShipBerg Company does not provide any guarantee or warranty on cancellation.

- Availability of trucks is subjected to online drivers at particular location and hence ShipBerg cannot be responsible on availability.
- All bills and tariff cost for trips raised by ShipBerg Application is a final decision; negotiation on that is strictly prohibited.
- All the customers are requested to check the driver and truck details before loading the goods.
- User are supposed to give the payment which is appeared on application and not the one asked by driver. If driver demands more money user is subjected to contact ShipBerg. ShipBerg work towards betterment of user and remains for it.
- As per goods transportation law Insurance of Goods is to be taken care only by the customer. ShipBerg is not responsible incase of goods damage / accident/Theft/Robbery. ShipBerg will assist you through all legal related issues and necessary documents.
- ShipBerg doesn't give assurance for the goods safety, as safety of goods rely completely between both customer and driver/truck operators.
- We will verify transporters to the best of our knowledge before signing attachment, but we don't give 100% assurance for the goods safety, since ShipBerg is just a booking portal and incase of goods theft /damage transporter is responsible.

### ***Unauthorized Use***

You agree not to make unauthorized commercial use of ShipBerg or assign its rights or obligations under these terms.

User Information on ShipBerg will not:

- Contain any fraudulent information or other illegal activities prohibited by law.
- Be unlawfully threatening or harassing.
- Contain any viruses or malwares that affect the software or hardware or its personal information on the website.

### ***ShipBerg Liabilities***

In case of damage or theft to the customer's goods or robbery during the trip, what is the liability from our side?

To its fullest extent, ShipBerg always tries its maximum to place good, well behaved trusted driver partners on its platform. However, ShipBerg does not take any obligated liability for the goods being shipped because ShipBerg is only a platform to connect between the customer and

driver; so safety of goods relies between customer and truck operators but ShipBerg will try to provide assistance and support and the required information to the customer in such circumstances to complete action. We strongly recommend the insurance of goods to customers before boarding as a precautionary measure.

### ***Customer Terms***

The customer shall ensure that he/she will not indulge in any of the following activities while availing the service:

- Damaging the body or any other interiors of the mini-truck.
- Asking the driver to break any Traffic/RTO/City Police and/or government rules for any purpose. The driver has the right to refuse such a request by the customer. The driver also has the right to refuse such a pick-up.
- Pressurizing the driver to overload truck with the consignment than the allowed limit.

### ***Maintenance and System Failures***

ShipBerg shall take all efforts to data backups and resumptions, but the user will be responsible for the copies of information or data, photographs furnished and other contents submitted to ShipBerg. ShipBerg has got sole right to suspend the operation while technical faults, data maintenance in order to upgrade systems. You use this website and any dispute or issue arise out of such use are subject to the laws of India and other regulatory authority.

### ***Disclaimer***

ShipBerg provides no warranty of any kind, express, as to the operations of this website or the information included in the website. We disclaim all warranties on the system integration and protection from virus or malware. ShipBerg does not claim any warranty that the information on the website is clear, accurate, useful, timely, reliable, and error-free or the server on which the website is available is free from viruses. You acknowledge, by your use of this website, that your use is at your own risk.

If we decide to change our terms and conditions, we will update those changes in this page so that you can always aware of the information we collect and the way we implement it.

If there are any questions regarding this terms you may feel free to contact us with the below contact information.