
TERMS AND CONDITIONS OF SHIPBERG IN INDIA EFFECTIVE FROM - 2018

Terms of Service

NOW THEREFORE THE TRUCK OPERATORS / DRIVER PARTNERS / CONTRACTORS HERETO AGREE AS FOLLOWS

This Agreement is made between SHIPBERG Company, a company registered under the Companies Act, 1956 and having its corporate office at No: 4, Kattoor Road, Papanackenpalayam, Coimbatore, Tamilnadu- 641037, India, (hereinafter referred to as “SHIPBERG” which expression shall mean and include its representatives, successors-in-office, affiliates and assigns) on the ONE PART; AND

A transport service provider who is a transport operator, which provides vehicles on hire and is desirous of listing itself and its fleet of vehicles on the Portal, details of which are provided in Exhibit A (“Vehicle(s)”), so as to provide transportation services through the Vehicle(s) to the users of Portal. The transport service provider has represented that the transport service provider fulfills the eligibility criteria annexed hereto as Exhibit B and is in compliance with all applicable laws for the provision of transport services through the Portal.

OR

A transport service provider who is a driver, desirous of listing himself and his vehicle on the Portal, details of which are provided in Exhibit A (“Vehicle(s)”), so as to provide transportation services through his Vehicle(s) to the users of Portal. The transport service provider has represented that the transport service provider fulfills the eligibility criteria annexed hereto as Exhibit B and is in compliance with all applicable laws for the provision of transport services through the Portal.

(Hereinafter referred to as the “Transport Service Provider”) of the OTHER PART.

SHIPBERG and the Transport Service Provider shall hereinafter individually be referred to as “Party” and collectively as “Parties”.

Exhibits ‘A’, ‘B’ is collectively referred to as ‘Exhibits’.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS

I. Scope and Obligations

1. The execution of this Agreement and providing the details in Exhibit A (hereinafter referred to as “Registration Data”) shall effect in the registration of the Transport Service Provider and the Vehicle(s) with ShipBerg and shall make the Transport Service Provider eligible for an online account on the Service Provider’s App (“Account”) for providing Transport Services through the Service Provider’s App.
2. The Transport Service Provider and Vehicle(s) registration with SHIPBERG shall at all time be subject to compliance with the requirements set out in Exhibit B respectively. The Transport Service Provider and Vehicle(s) registration with SHIPBERG shall further be subject to such other details and documents in respect of the Transport Service Provider and the Vehicle(s) as is more fully described in Exhibit A.
3. The Transport Service Provider acknowledges and agrees that all rights, obligations and liabilities of the Transport Service Provider and SHIPBERG shall be governed in accordance with this Agreement and the Transport Service Provider terms and conditions available at the offices of SHIPBERG (“Transport Service Provider T&C”) and, a copy of which is annexed as Exhibit B to this Agreement. The Transport Service Provider hereby represents that the Transport Service Provider has read and understood this Agreement and the Transport Service Provider T&C fully and the terms contained therein are agreeable to the Transport Service Provider.

II. Representations and Warranties

1. The Transport Service Provider represents and warrants that the Transport Service Provider is the registered owner or the lessee, as the case may be, of the Vehicle(s) and permit holder for the provision of Transport Services of the Vehicle(s).

2. The Transport Service Provider represents and warrants that the Transport Service Provider has all requisite power and authority to deliver and perform the obligations imposed herein.

3. The Transport Service Provider represents and warrants that entering into and performance of the transactions contemplated by this Agreement and Transport Service Provider T&C does not and will not conflict with any law or regulation applicable to the Transport Service Provider or any guidelines, rules, regulations including any judicial, official, governmental and/or statutory and/or regulatory orders and/or judgments whether interim, final or otherwise or with any other contract to which the Transport Service Provider is a party.

III. Payment Terms

In consideration of SHIPBERG providing the Transport Service Provider's and the Vehicle's information on the Portal, and for enabling the Transport Service Provider to provide Transport Services through Service Provider App on the Portal, various payments, more particularly set out in the Terms Segment annexed between the Transport Service Provider and SHIPBERG ("Fees") shall be settled in the manner set out and paid in the manner set out in Terms Segment.

IV. Confidentiality

The Transport Service Provider acknowledges that pursuant to this Agreement, the Transport Service Provider will have access to confidential information of SHIPBERG and its affiliates, which has been provided by SHIPBERG. The Transport Service Provider undertakes to keep confidential all data and other confidential information of SHIPBERG and shall not sell or otherwise make that information available to any third party. Confidential information shall mean and include all information, whether verbal or written, disclosed to the Transport Service Provider by SHIPBERG or Portal users, as the case may be, but not be limited to Portal users details (i.e., Personal Information and sensitive personal information as defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011), phone numbers, market information, all work products and

documents related thereto, the contents of the Service Provider App / Portal or any other information, whether provided orally or in writing, received or to be received by the Transport Service Provider. Further, the Confidential Information at no times can be disclosed to any party in the same or similar business as that of SHIPBERG (“Competitor”). In the event, SHIPBERG becomes aware that the Confidential Information has been disclosed to a Competitor or has been used for the benefit/interest of the Competitor, SHIPBERG can claim such direct and indirect damages as it may suffer due to such losses.

V. License and Proprietary Rights

1. *License Grant:* Subject to the terms and conditions of this Agreement, SHIPBERG hereby grants the Transport Service Provider a limited, non-exclusive, non-transferable, non-sub licensable, non-assignable license, during the term of this Agreement, to the Service Provider App on the Portal of SHIPBERG solely for the purpose of providing Transport Services to the Portal users and also for settlement of Fees between SHIPBERG and Transport Service Provider. All rights not expressly granted to the Transport Service Provider are reserved by SHIPBERG.
2. *Ownership:* The Portal, Service Provider App and Confidential Information, including but not limited to all intellectual property rights such as company name, logos, product and service names, trademarks, services marks or other indicia of ownership (“SHIPBERG Intellectual Property”), shall remain (as between the Transport Service Provider and SHIPBERG) the property of SHIPBERG. Neither this Agreement, the Transport Service Provider T&C nor Transport Service Provider’s use of the Portal and Service Provider App conveys or grants to the Transport Service Provider any rights: (a) in or related to the Portal and Service Provider App, except for the limited license granted above; or (b) to use or reference in any manner SHIPBERG’s Intellectual Property.
3. The Transport Service Provider agrees that it shall not reproduce, transcribe or make any copies of the SHIPBERG Intellectual Property, in any form or manner and not copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such SHIPBERG Intellectual Property.

VI. Indemnification

1. The Transport Service Provider agrees and undertake to indemnify and to hold harmless SHIPBERG and other parties determined by SHIPBERG, SHIPBERG affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by the Transport Service Provider of the Transport Service Provider's obligations, responsibilities, representations, or warranties under the Subscription Agreement and/or Transport Service Provider T&C; (ii) breach of any service level commitments provided in Exhibit B; (iii) any infringement or unauthorized use of intellectual property rights of SHIPBERG including but not limited to infringement of intellectual property rights of SHIPBERG in the Service Provider App or Portal (iv) any breach of the confidentiality obligations of the Transport Service Provider under this Agreement or Transport Service Provider T&C (v) any violation of the applicable law, applicable license and permit terms of the transport authorities; (vi) any violation of SHIPBERG policies by the Transport Service Provider; (vii) any harm to the reputation and goodwill of SHIPBERG directly attributable to the Transport Service Provider; (viii) damage, unauthorized use or loss of the Service Provider App in the Device; (ix) death, fraud, theft, misconduct, negligence or deficiency of Transport Services by the Transport Service Provider; any negligent act or omission committed in the course of Transport Services hereunder, or any misrepresentation made during the course of Transport Services hereunder; (x) personal injury to or property damage of user of Portal including but not limited motor accident claims, if any, asserted against SHIPBERG and its associates by reason of the use and operation of Transport Service Provider's Vehicle(S); (xi) civil or criminal offense under law or in the opinion of SHIPBERG; (xii) failure of the Transport Service Provider to make tax payments in accordance with applicable laws.

2. The Transport Service Provider shall be liable to indemnify and hold SHIPBERG harmless against all damages, losses, costs and expenses incurred by SHIPBERG as a consequence of any complaint from any user of the Portals received by SHIPBERG with respect to deficient Transport Services.

3. Notwithstanding anything contained in this Agreement, however, subject to applicable laws, the total aggregate liability of SHIPBERG under this Agreement or Transport Service Provider T&C whether in contract (including in respect of the indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with the performance or contemplated performance of this Agreement shall be limited to INR 1000/- (Rupees One Thousand).

VII. Specific Indemnity

The Driver shall be solely liable for any and all accidents/incidents involving the Vehicle, while providing the truck Services. ShipBerg shall not be held liable for any such accidents/ incidents involving the Driver's Vehicle. All miscellaneous expenses pertaining to the Vehicle, such as maintenance expenditures, penalty for violation of traffic rules, etc., shall be borne solely by the Driver, and ShipBerg shall not be held liable or responsible for the same.

IX. Term and Termination

- This Agreement shall be valid for a period of 1 (One) year and shall be renewed automatically, unless otherwise agreed between the Parties.
- The Parties to this Agreement shall be entitled to terminate this Agreement with a prior written notice of 7 (seven) business days to the other Party without assigning any reason for the termination.
- SHIPBERG shall be entitled to terminate this Agreement immediately for breach of any terms in this Agreement by the Transport Service Provider.
- Upon termination of this Agreement, the registration of the Transport Service Provider with SHIPBERG shall stand cancelled and the Account shall be terminated and the Transport Service Provider shall not be eligible to ply his Vehicle(s) on the Service Provider App on SHIPBERG's Portal.

X. Notice

1. Any notices, requests and other communications required or permitted hereunder shall be in writing and may be sent by any of the following means to the receiving Party at the relevant addresses set forth in this Agreement:

- By electronic mail. For the purposes of this sub-clause the Parties' electronic mail addresses shall be the following, unless otherwise intimated by the Parties to each other. SHIPBERG: support@shipberg.com; Transport Service Provider: As provided during attachment.
- By SMS sent to mobile number at, SHIPBERG: Not Applicable; Transport Service Provider: As provided during attachment.
- By hand, against a written acknowledgement of receipt by the receiving Party.
- By registered mail.

2. In the event the delivery of the notice is attempted to be made by means set out in clauses X (1) (iii) and (iv) by the Party, the notice shall be deemed delivered on the third day from the date of the notice.

XI. Relationship between Parties

1. During the Term of this Agreement, the Transport Service Provider shall operate as and have the status of an independent contractor and shall not act as, be or construed to be an agent or employee of SHIPBERG. The relationship between the Parties is on a principal-to-principal basis, and none of the provisions of this Agreement shall be interpreted as creating the relationship of employer and employee between the Transport Service Provider and SHIPBERG at any time, under any circumstances or for any purpose. Therefore, the Transport Service Provider will not be entitled to any employee benefits, statutory or otherwise, offered by SHIPBERG to its employees including but not limited to wages, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, or

employee benefits of any kind. The Transport Service Provider shall be responsible for the payment of all applicable taxes to which he may be subject as an independent contractor.

2. The Transport Service Provider agrees not to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of SHIPBERG. The Transport Service Provider does not have the authority to create, modify or terminate a contractual relationship(s) between SHIPBERG and any third party or act for or bind SHIPBERG in any respect. Any act of the Transport Service Provider on behalf of SHIPBERG which may be regarded as over and above the duties and responsibilities as provided in this Agreement, shall be deemed to be unauthorized, unlawful and the Transport Service Provider shall be personally liable for the same.

XII. Governing Law and Dispute Resolution

1. If any dispute arises between the Transport Service Provider and SHIPBERG, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by SHIPBERG. Arbitration shall be held in Tamilnadu. The proceedings of arbitration shall be in the **Tamil** language. The arbitrator's award shall be final and binding on the Parties.

2. In addition to above remedies, SHIPBERG shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Transport Service Provider from committing any violation of the covenants and obligations set out in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies SHIPBERG may have at law or in equity.

XIII. Amendment

SHIPBERG may amend the provisions of this Agreement and Exhibits annexed to this Agreement at its own discretion and notify in accordance with the means provided in clause XII such amendments to the Transport Service Provider.

EXHIBIT-A

DETAILS OF VEHICLE AND THE TRANSPORT SERVICE PROVIDER

Part I - Details of Vehicle:

- A. Information to be provided:
- Vehicle's license plate number;
 - Chassis or engine number;
 - Such other information as may be required by SHIPBERG.
- B. Documents to be provided:
- Copy of Certificate of Registration;
 - Copy of Certificate of Fitness;
 - Copy of permit, as may be required under applicable law, to ply the Vehicle;
 - Road tax receipts;
 - Copy of commercial insurance policy covering the third party risks; and
 - Such other documents as may be required by SHIPBERG.

Part II- Details of the Transport Service Provider:

- A. Information to be provided:
- Name:
 - Permanent Address:
 - Current Address:
 - Phone no:
 - Email id:
 - Aadhar Card Number:
 - Bank Account details of the Transport Service Provider (Bank name, account number and IFSC Code);

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- Bank Account details of the Beneficiary (if any);
 - Contact details of 2 (two) family members of the Transport Service Provider; and
 - Such other documents/ information as may be required by SHIPBERG
- B. Documents to be provided:
- A passport size photograph of the Transport Service Provider;
 - Copy of valid Driving License of drivers who will be employed by Transport Service Provider to provide services on ShipBerg platform;
 - Copy of the Public Service Badge issued by the relevant Transport Department of drivers who will be employed by Transport Service Provider to provide services on ShipBerg platform;
 - Copy of the Police verification report of the drivers who will be employed by Transport Service Provider to provide services on SHIPBERG platform. Provided that, for purposes of the police verification, if SHIPBERG or SHIPBERG's authorized agency is assisting the Transport Service Provider with police verification process, the Transport Service Provider authorizes SHIPBERG or SHIPBERG's authorized agency, as the case may be, for appearing, signing and executing documents in respect of police verification of the Transport Service Provider from time to time;
 - Self attested copy of the EPIC Card;
 - Self attested copy of PAN Card of Transport Service Provider;
 - Self attested copy of the Aadhar Card of Transport Service Provider's and drivers employed by Transport Service Provider to provide services on ShipBerg Platform;
 - Copy of residential proof such as utility bill, ration card, passport etc. of the Transport Service Provider's and drivers employed by Transport Service Provider to provide services on ShipBerg Platform;
 - Passbook or cancelled cheque of Transport Service Provider;
 - Vehicle ownership document and

- Such other documents/ information as may be required by SHIPBERG.

Notes:

*Complete details on the SHIPBERG Registration Page at www.ShipBerg.com or visit registered office personally to complete registration.

**In case of operator attachments, for Part I) and Part II (B), please provide information / documents of all the Vehicles / drivers proposed to be used for Transport Services.

***The Exhibit A is not applicable to the existing Transport Service Providers, whose information / documents are already available with SHIPBERG; Provided that if any information / document listed in the Exhibit A was not provided by the existing Transport Service Provider at the time of attachment to SHIPBERG Portal, the Transport Service Provider shall contact the nearest SHIPBERG attachment offices and submit such information / documents to SHIPBERG.

EXHIBIT-B

TRANSPORT SERVICE PROVIDER TERMS AND CONDITIONS

DRIVER TERMS AND CONDITIONS

These Terms and Conditions (as defined) shall be applicable as set out below-

1. If the Transport Service Provider (as defined in the Subscription Agreement) is an Operator providing Services to the Customers through the Drivers employed by the Operator, these Terms and Conditions shall be interpreted in the manner so as to apply to the Operator as well as to the Drivers employed by the Operator; and
2. If the Transport Service Provider is an individual providing Services to the Customers directly, these Terms and Conditions shall be interpreted in the manner so as to apply to an individual Transport Service Provider Operator.

Definitions:

All of the defined and capitalized terms in these Driver T&C will have the meaning assigned to them herein below. Any term not defined here shall have the meaning assigned to it in the Subscription Agreement.

“Acceptance” means your affirmative action of clicking on the box against the words “I Agree” provided at the end of these Driver T&C, by which action, you unequivocally accept the Driver T&C and any modifications thereof.

“Account” refers to the account created by SHIPBERG at its sole discretion, for the Driver subsequent to the Driver submitting and SHIPBERG verifying the Registration Data.

“Applicable Laws” shall mean and include all applicable statutes, enactments, acts of the legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, or a court, in India.

“Booking” shall mean the allotted Service Request.

“Business Day” means a day on which banks are open for business in the City of Operation.

“Cancellation Fee” shall mean the fare payable by the Customer towards cancellation of a Booking made by a Customer.

“City of Operation” shall mean the city in which the Subscription Agreement is executed by and between the Driver and SHIPBERG.

“Convenience Fee” shall mean the fee payable by the Customer for availing the technology services offered by SHIPBERG. Convenience Fee will be charged for each Service Request placed by the Customer on the Portal.

“Customer” shall mean such person, who places a Service Request on the Portal and has accepted the Customer Terms of Use and Privacy Policy of the Portals (as applicable).

“Customer’s Terms of Use” shall mean the Customer Terms and Conditions as provided on the SHIPBERG Portal for availing the Service.

“Driver” or “You” or “Your” or “Yourself” shall mean an individual, who has an Account with SHIPBERG and in the event of Operator Drivers, shall include the Operator Drivers for purposes of compliance with these Terms and Conditions.

“Driver App” means the electronic interface on the SHIPBERG Portal from where the Driver’s Account is accessible to the Driver. Login credentials (User ID and Password) for the Driver App shall be provided by SHIPBERG.

“Driver Proceeds” shall mean the net amount provided by the Driver to SHIPBERG as service charges for using ShipBerg’s Portal and such other amounts as may be provided in the agreement or notified otherwise.

“Fare” shall mean the Fare payable to the Transport Service Provider as is also reflected on the Device after completion of the Service. The Driver permits SHIPBERG to review and revise the Fare as per the market conditions without prior intimation.

“Information” shall mean the details furnished by the Driver at the time of signing the Subscription Agreement and/or otherwise during and after the Drivers registration on the Driver App on the Portal and successful creation of an Account.

“SHIPBERG” or “We” or “Us” or “Our” shall mean ShipBerg Company, a company incorporated under the Companies Act 1956, and having its registered office at No: 4, Kattoor Road, Papanackenpalayam, Coimbatore, Tamilnadu- 641037, India, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates and permitted assigns.

“Operator” shall mean a transport service provider who has listed himself / itself and his/her / its fleet of vehicles on the Portal to provide Services to the Customers through the Drivers employed by the Operator.

“Operator Drivers” shall mean the Drivers employed by the Operator for providing Services to the Customers.

"Parties" shall mean, collectively, the Driver and SHIPBERG and “Party” shall refer to any one of them.

“Portal” shall mean such features of the SHIPBERG mobile application or other software, mobile applications including but not limited to Driver App, owned by, licensed to and controlled by SHIPBERG, and other URLs as may be specified by SHIPBERG from time to time.

“Service” means the service of loading goods from the pick-up point as prompted on the Device and dropping the goods at the drop point entered by the Customer at the time of placing his / her Service Request and accepted by the Driver.

“Total Ride Fee” shall include the Fare, the Convenience Fee, Additional Fee (if any) and the Cancellation Fee (if any), reflected on the Device and such other fee, as may be applicable.

“Service Request” means a request placed by the Customer on the Portal to avail the Service offered by the Driver.

“Subscription Agreement” shall mean the agreement entered into between SHIPBERG and the Driver / Operator pursuant to which the Driver / Operator has agreed to provide transport Services in accordance with these Driver T&C, as amended from time to time.

“Subscription Amount” shall mean the amount paid by the Driver at the time of subscription to Portal of SHIPBERG, if any.

“SHIPBERG Policies” means the “Privacy Policy & Terms”, & such other policies (including any amendments thereof), which SHIPBERG may issue and make applicable to Driver from time to time and make available to the Driver on the Driver’s request.

“Term” means the period commencing from the date of acceptance of the Driver T&C by the Driver up to the date of termination of the Subscription Agreement and/or these Driver T&C.

“Terms and Conditions” or “Driver T&C” refers to these Driver T&C which are available at the Portal, as may be amended from time to time.

“Vehicle” shall mean ‘light and heavy trucks,’ as defined under the Motor Vehicles Act, 1988.

“Wallet” shall mean the prepaid payment instruments available for payments in the SHIPBERG Portal.

1. Applicability of Driver T&C

These Driver T&C together with the Subscription Agreement, SHIPBERG Policies, shall be deemed to be incorporated by reference into these Driver T&C and shall form the complete understanding between the Parties. By accepting the Driver T&C, You acknowledge and agree to the Subscription Agreement and various Exhibits to the Subscription Agreement, SHIPBERG Policies and any other policy that SHIPBERG makes applicable to You from time to time, to the fullest extent possible.

2. Scope of Services

2.1. You agree that SHIPBERG’s role is limited to being a market place solely for managing and operating the Portal for the display of the Service in the manner decided by SHIPBERG unilaterally, payment collection through cash, or Wallet to facilitate the transactions between you and the Customers. Accordingly, SHIPBERG is merely an intermediary providing online marketplace services and the Portal is only a platform where you shall offer Service to the Customers. The contract for availing the Service shall be a contract solely between you and the Customer. At no time shall SHIPBERG have any obligations or liabilities in respect of such contract.

2.2. The Driver confirms and undertakes that SHIPBERG does not own or in any way control the Vehicle used by a Driver rendering the said Service to the Customer. SHIPBERG shall not be held liable or responsible in any manner whatsoever for any insufficiency or deficiency of the Service rendered by the Driver to the Customer. SHIPBERG does not make any representations or warranties regarding the quality of the Service provided by you.

3. Service Requests

3.1. On receipt of a Service Request, Booking will be allotted to the Driver on the Device app or in such other manner as may be agreed between the Driver and SHIPBERG from time to time.

3.2. The Driver shall duly complete all Bookings allotted in connection with the Services and promptly notify SHIPBERG immediately by means of short message service / telephonic calls of any changes / deviations to the Booking, which may affect the provision of the Service.

3.3. In the event the Driver requires any assistance in connection with the Portal, Service Requests, and Service etc. therein, he / she should contact the SHIPBERG call centre. If the assistance pertains specifically to the Device, Driver App, Portal or anything therein, then such issue may be directed to the call centres of SHIPBERG.

3.4. Upon a Service Request being allotted to the Driver on the Driver App, SHIPBERG may provide to the Customer, the picture of the Driver, details of the Vehicle including vehicle number and model, mobile phone number of the driver and such other information as required under Applicable Laws or as SHIPBERG may deem fit, as the case may be, required by the Customer to identify the Driver and Vehicle.

3.5. Once a Booking is allotted, SHIPBERG will provide the Driver with the necessary Customer information in order to enable the Driver to satisfactorily provide the Service. Such information shall be treated as confidential information.

4. Communication

4.1. When You use the Driver App on SHIPBERG's Portal or send emails or other data, information or communication to SHIPBERG, You agree and understand that You are communicating with SHIPBERG through electronic records and You consent to receive communications via electronic records from SHIPBERG periodically and as and when required. SHIPBERG may communicate with you by email or by such other mode of communications, electronic or otherwise.

4.2 You hereby expressly consent to receive communication from SHIPBERG through Your registered phone number and/or E-mail id. You consent to be contacted by SHIPBERG via phone calls/SMS/ Whats App notifications. You agree that any communication so received by You from SHIPBERG will not amount to spam, unsolicited communication or a violation of Your registration on the ‘national do not call registry’.

4.3 By registering with SHIPBERG, You hereby agree to (i) provide Information that SHIPBERG has a legal duty to request from a Driver on account of the Know Your Customer norms under Applicable Laws including without limitation your Permanent Account Number (PAN); Aadhar Number; and (ii) undertake due diligence and update Yourself on Applicable Laws that may have implications on Your liability as a Driver.

4.4 You acknowledge and agree that Your Information may be transferred or stored in a server outside India or the country where you are located in order to perform SHIPBERG’s obligations under these Driver T&C.

5. Obligations of the Driver

- The Driver shall ensure and confirm that he understands the language of the Driver App / Portal and shall ensure that he/she chooses the language that he bests understands from amongst the languages that the Driver App / Portal supports.
- The Service provided through the Portal by the Driver shall be of the highest quality as per industry standards and in accordance with the oral and written requirements of SHIPBERG. The Driver shall be liable for any loss caused to SHIPBERG and/or the Customer due to negligence of the Driver in the performance of the Service.
- The Driver be deemed to be informed and shall also strive to stay informed about conditions such as bandhs, strikes, curfews, traffic disruptions, weather conditions and the like

that could affect the Service. The Driver shall, immediately intimate SHIPBERG, and disclose any such aforesaid calamity that he may become aware of.

- The Driver shall provide the Service to the Customers in a courteous, effective and timely manner with gratitude personality.
- The Driver shall ensure registration of Vehicle at all times and shall hold and keep updated / renewed all licenses, insurance and permits necessary for the use of Vehicle on the Portals.
- The Driver shall not undertake or assist in any unlawful or illegal activity while performing Services.
- The Driver shall not allow unauthorized persons to drive the Vehicle and shall ensure the safety and security of the Customers parcel, his own self and that of the vehicle at all times.
- The Driver shall immediately bring to the notice of SHIPBERG any deviation from the provision of the Service/s as required under the terms of these Driver T&C, including but not limited to any accidents, damage to life or property.
- The Driver agrees that any breach of the Subscription Agreement or these Driver T&C by him/her is likely to cause SHIPBERG substantial and irreparable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available SHIPBERG shall have the right to specific performance and injunctive relief.
- The Driver shall ensure comprehensive insurance including without limitation third party insurance of Vehicles and such other insurance as may be required by Applicable Law is obtained and always maintained, and the Customer and/or SHIPBERG shall not be liable for taking insurance or paying premium thereof in respect of the Vehicle or any liability arising out of plying of such Vehicle.
- The Driver shall ensure that he is not using the Device for any purpose other than for providing Service in the manner provided under these Driver T&C. The Driver shall ensure that the Device is not busy for long, unavailable or switched off while the Vehicle is being plied on the Portal.
- Driver / Transporter service provider are solely responsible for the goods of customer.

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- Its Driver's / Transporter service provider's responsibility to check the quantity of goods, its type, everything with the customer before loading.
 - In case of goods theft, damage driver / Transporter service provider is responsible; because ShipBerg is only a platform to connect between the customer and driver; but ShipBerg will try to provide complete assistance and support in such circumstances.
 - If any complaints or disputes arise on driver / Transporter service provider, ShipBerg have sole right to raise legal action on driver or the concerned transporter.
 - Driver / Transporter service provider should agree and abide to the rules and tariff of ShipBerg, and they should operate service only on the tariff set by ShipBerg and not on their own tariff. If ShipBerg finds any complaints regarding tariff and other related issues, then legal action will be taken on particular driver / Transporter service provider.
 - ShipBerg Tariff is subject to change anytime with or without prior notice to driver / Transporter service provider.
 - ShipBerg have a sole right to terminate a driver / Transporter service provider at any point of time on any condition basis; And ShipBerg decision is the final.
 - ShipBerg's Payment calculation will be done automatically by algorithm set by ShipBerg, and all drivers should agree to it. We would accept any suggestion from the driver / Transporter service provider side on any issues faced and we will help to find suitable solutions.
 - ShipBerg's Payments has to be settled to ShipBerg within five (5) days of due date from the date of commencement. In case of fail to pay, driver / Transporter service provider app will be terminated automatically; and ShipBerg have right to file legal action.
 - Driver / Transporter service provider should abide to all the rules and regulations of the ShipBerg.
 - Driver / Transporter service provider behavior is monitored and they are expected to behave properly and to be loyal to the customers. Driver / Transporter service provider partnership with ShipBerg will be governed with rating.
 - ShipBerg will work towards the growth of drivers / Transporter service provider at all point of time.
 - Suggestion for the betterment and development of business from driver / Transporter service provider point of view is encouraged and analyzed for real time.

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- Driver / Transporter service provider has sole right to terminate from company at any point of time after clearing all the legal formalities including financial side.
 - In case of trucks accident or any damage, driver or transporter of the truck is held responsible and ShipBerg does not take any responsibility.

 - The Driver shall not use / access video / interactive content on the Portal when the Driver is driving the Vehicle. However, during halts / stops requested by the Customer, Driver may access video / interactive content on the Portal, provided that the Driver shall ensure that such access / use during halts / stops doesn't lead to deficiency of Service or negligence towards the Customer.

 - On allotment of a Booking in response to a Service Request, the Driver shall ensure that the Vehicle arrives prior to the pick-up time.

 - The Driver shall ensure that the Customer pays the Total Ride Fee as well as additional surcharge (if applicable) and any fee or levy presently payable or hereinafter imposed by Applicable Law. In the event, the Customer pays by cash for the Services, the Transport Service Provider shall collect the Total Ride Fee and remit the Convenience Fee and Cancellation Fee (if any), to SHIPBERG in the manner solely determined by SHIPBERG.

 - The Driver will have a functioning mobile number and also have the ability to read text messages sent by SHIPBERG, regarding the Customer details and to convey Customer feedback.

 - In the event if any Customer goods is left in the Vehicle, the same shall not be pilfered or tampered with by the Driver and shall be reported immediately by the Driver directly to SHIPBERG. In the event the Driver pilfers or tampers with the goods of the Customer, the Driver shall be solely liable for any damages claimed by the Customer and SHIPBERG may at its sole discretion terminate the Driver's registration and disable the Driver's access to the Portal. SHIPBERG shall in no event be liable for loss of or damage caused to the property of the Customer.

 - Driver hereby acknowledges and agrees that SHIPBERG shall alone be responsible for settling any payment and tariff related issues that arise between Customer and Driver. In case of

any conflict, the Driver shall seek instructions from SHIPBERG. The Driver agrees that the decision taken by SHIPBERG shall be final and binding on the Driver in the aforesaid case.

- The Driver shall make himself/ herself available for such trainings as SHIPBERG may be required to organize pursuant to Applicable Law or as SHIPBERG may deem necessary from time to time.
- The Vehicle shall be the sole responsibility of the Driver and the Driver shall be liable or responsible for any loss or damage to the Vehicle caused by a Customer or any other third party for any reason whatsoever.
- The Driver shall not drive rashly, shall follow traffic regulations and all Applicable Laws during the performance of the Services, not consume liquor / cigarette / bidi, or any other kind of intoxicant while performing the Service/(s) and shall have and hold a valid driving license and registration/insurance papers for the Vehicle at all times. The Driver shall not take any personal calls except in the event of an emergency, without prejudicing the safety of the Vehicle and the Parcel. Driver shall take all calls from the Customer and SHIPBERG only after stopping the Vehicle at an appropriate location to take the call, without being a hindrance to the traffic around him or without violating any traffic rules.
- Any cancellation of the allotted Booking is prohibited except in exceptional circumstances based on a justifiable explanation provided by the Driver/ Transport service provider. The Driver shall immediately inform SHIPBERG in case of any cancellation or refusal of allotted Booking. Further, the Driver hereby agrees such cancellation or refusal to provide Service may, lead to a deduction in form of withholding of part or whole of the Driver Proceeds.
- The Driver/Transport service provider agrees that the costs associated with the maintenance of the Vehicle shall be borne by the Driver/ Transport service provider only.
- The Driver shall be solely responsible for:
 - i. Any failure to complete a Service Request accepted by the Driver;
 - ii. Any failure to pick up Customer(s) goods at the allotted time and/or place;

iii. Any act or omission on the part of its Drivers including any rash and negligent driving, verbal, physical or harassment of any nature;

iv. Any violation or non-adherence to the Applicable Law by it;

v. Any nuisance or damage caused to the property of SHIPBERG by the Driver or any misbehaviour with SHIPBERG representatives; misbehaviour shall include within its purview using abusive language, causing physical harm and making indecent gestures;

vi. Any physical and/or mortal danger caused to the Customers or his/her goods whilst using or in connection with the Service;

vii. Any delay of more than 10 (ten) minutes caused to the Customer(s); and

viii. Charging excess Total Fee from the Customer or charging the Customer more than what is displayed on the meter; and

▪ The Driver shall not either directly or indirectly:

i. engage in any conduct that damages the reputation or causes inconvenience in any manner, to SHIPBERG; or

ii. be the reason for SHIPBERG to be a part of any negative publicity.

▪ The Driver hereby agrees that any complaint/s by Customers regarding the Vehicle or Driver will be considered to be a breach of the obligations by the Driver hereunder for which SHIPBERG shall not be responsible in any manner. If there is any serious complaint regarding any particular Vehicle and/or Driver, SHIPBERG may, in its sole discretion, immediately terminate the Account of such Driver, by providing a written notice to Driver to this effect.

▪ Driver will maintain all relevant books, records and accounts relating to the Services provided by Driver and payments collected. Upon reasonable notice, ShipBerg may audit, or may appoint a qualified independent auditor to audit, the books and records of the Driver to verify the accuracy of the amount of payments collected by the Driver. If such audit reveals

any discrepancies with respect to the payment collected and submitted to ShipBerg, then in addition to ShipBerg retaining the right to exercise other remedies, may require the Driver to promptly pay ShipBerg an amount equal to the discrepancy and may ask for an additional amount as fine/penalty from the Driver. The audits will be conducted at ShipBerg's expense; provided, however, that if the audit reveals an underpayment by the Driver with respect to collection and submission of payments to ShipBerg in excess of 5% (five percent), then Driver, in addition to payment obligations described above, will promptly reimburse ShipBerg for all reasonable, third party audit fees.

- SHIPBERG may require the Driver to affix SHIPBERG brand including but not limited to its logo / sticker on the Vehicle. In such event, Driver shall extend all necessary support and assistance to SHIPBERG for affixing SHIPBERG brand on the Vehicle. It is hereby clarified that Driver will not be entitled for any additional payments for the SHIPBERG logo / sticker affixed on the Vehicle, if any. SHIPBERG logo / sticker / brand will be affixed subject to the provisions of these Driver T&C.

6. Device

The provisions relating to SHIPBERG Device(s) and Non-SHIPBERG Device shall be as set out in the Subscription Agreement.

7. Contents Posted On Portal / Driver App

7.1 All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Portal / Driver App is owned, controlled or licensed by or to SHIPBERG and is protected under the Applicable Law.

7.2 Except as expressly provided in these Driver T&C, the Driver shall not:

(i) Copy, reproduce, modify, damage, disassemble, decompile, reverse engineer or create derivative works including, without limitation, translations, transformations, adaptations or other recast or altered versions) from the Portal / Driver App, or any portion thereof;

(ii) Breach, disable, tamper with, or develop or use (or attempt) any workaround for any security measure provided in the Portal / Driver App;

(iii) Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violation of third party privacy rights;

(iv) Store or disseminate material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

(v) Use the Portal / Driver App in a way that infringes or misappropriates a third party's intellectual property rights or personal rights;

(vi) Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Portal / Driver App or any activities conducted on the SHIPBERG's servers;

(vii) Copy, sell, sub-license or assign the Portal / Driver App, and its rights under these Driver T&C, without the prior written consent of SHIPBERG;

(viii) Distribute, disclose or allow use of the Portal / Driver App by any third party in any format, through any timesharing service, service bureau, and network or by any other means;

(ix) Merge or combine the Portal / Driver App with any other technology not provided by

SHIPBERG.

7.3 You may use information on the Portal / Driver App purposely made available by SHIPBERG for downloading from the Portal / Driver App, provided that You:

- (i) Do not remove any proprietary notice language in all copies of such documents; or
- (ii) use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or
- (iii) Make no modifications to any such information; or
- (iv) Do not make any additional representations or warranties relating to such documents.

7.4 You shall be solely responsible for any notes, messages, e-mails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Portal / Driver App (“Posted Content”), provided that such Posted Content is not restricted or prohibited under Applicable Laws or such Posted Content is not infringing any third party’s proprietary rights. Subject to the foregoing, such Posted Content will become SHIPBERG’s property and you grant SHIPBERG the worldwide, perpetual and transferable rights in such Posted Content. SHIPBERG shall be entitled to, use the Posted Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include Posted Content. You agree that any Posted Content may be used by SHIPBERG in the manner that SHIPBERG deems fit, consistent with Applicable Laws and you are not entitled to any payment or other compensation for such use of Posted Content by SHIPBERG. SHIPBERG will use such

information in accordance with the Driver T&C including any SHIPBERG Policies. You hereby represent and warrant that you have necessary rights to all the Posted Content and information you provide and are authorized to provide such Posted Content and information for the Portal. Notwithstanding anything contained in this Section, You shall be solely responsible for any liability arising out of the Posted Content on the Portal.

8. ShipBerg's Reserved Rights

8.1 SHIPBERG may, upon notice to the Driver, delist or remove the Information pertaining to the Driver from the Portal / Driver App.

9. Privacy Terms

9.1 SHIPBERG stores and processes your Information, including any sensitive financial information, in accordance with the Information Technology Act, 2000 and the Rules made there under as well as the Privacy Policy of SHIPBERG as will be notified to you via text message and/or e-mail from time to time. If you object to Your Information being used in the manner prescribed by law or under SHIPBERG's Privacy Policy, please refrains from continuing to use and registering on the Portal / Driver App.

9.2 Notwithstanding the foregoing, SHIPBERG shall be entitled to disclose to all companies within its group, or any government body as may be required by law or by any official directive or request from such government body or any third party through a court process or other official agency, Your particulars, in any way as SHIPBERG, in its absolute discretion, deems fit or if it considers it in its interests to do so.

10. Representations and Warranties

10.1 You represent and warrant that:

i. You are eligible for registration on the Portal / Driver App and creation of an Account in terms of these Driver T&C.

ii. You have all requisite power and authority to, deliver and perform the obligations imposed herein;

iii. The execution and performance of the obligations do not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement to which you are a party;

iv. You are the rightful owner of the Vehicle or have the requisite authority or assignment to drive the Vehicle and there are no restrictions with respect to the use of the Vehicle that will hinder you from the performance of the Services;

v. You have all rights, licenses and permits as may required by Applicable Laws to perform the Service in accordance with the terms of the Driver Agreement and these Driver T&C. The Driver hereby represents that he shall maintain and continue to maintain all local licenses; permits; approvals and consents in respect the Vehicle. You shall be responsible and liable for any violation of any law, rule or regulation in the performance of its obligations under these Driver T&C.

vi. You have not been convicted by any court in India or any other country of any crimes including but not limited to involving moral turpitude. Further, you are not a party to any pending litigation which shall materially affect your obligations under these Driver T&C.

10.2 You undertake that, at all times during the Term, You will:

i. abide by these Driver T&C, and SHIPBERG Policies, as may be made applicable to you from time to time;

ii. Perform the Service/(s) in accordance with all Applicable Laws;

iii. Not violate the intellectual property rights of SHIPBERG or of any third party and for any breach or violation of such intellectual property rights,

iv. be solely responsible to comply with SHIPBERG Policies and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with SHIPBERG or the Customer or any other third parties.

11. Disclaimer

11.1 You understand and acknowledge that SHIPBERG disclaims and shall disclaim all representations and warranties to the Customer, of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes in respect of any and all Vehicles of the Driver that are used by the Customers as a part of the Services and Services offered by the Driver through the Portal.

11.2 SHIPBERG does not warrant that You will be able to use the Portal / Driver App and/ or will be able to provide the Service/(s) at all times or locations on the Portal or that the Portal / Driver App and the Services provided through the Portal / Driver App will be uninterrupted or error-free or that the defects will be capable of being corrected by SHIPBERG in a timely fashion. SHIPBERG's Portal, and all other technology developed and installed on the Device by SHIPBERG are provided on an "AS IS" and "AS AVAILABLE" basis and SHIPBERG specifically disclaims all warranties and indemnities, You understand and acknowledge that express, implied or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, accuracy, completeness, or any other warranty arising from the course of performance or course of dealing. SHIPBERG also does not provide any warranties as regards the compatibility of SHIPBERG's Portal, Driver App or any other installed technology with the Device of the Driver and the results as well as performance of the Portal / Driver App may vary depending on the model of the Device.

12. Confidentiality

12.1 You acknowledge that pursuant to this Driver T&C, You will have access to confidential information of SHIPBERG and its affiliates which has been provided by SHIPBERG. You undertake to keep confidential all data and other confidential information of SHIPBERG and shall not sell or otherwise make that information available to any third parties.

12.2 Except as otherwise agreed, the data of Customers will be the exclusive property of SHIPBERG, and You will not use the same for Your own purpose or distribute such data in any form or means except for the purpose of these Driver T&C and shall keep it confidential at all times. Confidential information would include but not be limited to Customer details, market information, all work products and documents related thereto, the contents of the Portal, Driver App or any other information which is treated as confidential by SHIPBERG, and any other information, whether orally or in writing, received or to be received by You which is agreed to be treated as confidential, whether expressly or by implication.

13. Indemnification and Limitation Of Liability

13.1 You agree and undertake to indemnify and to hold harmless SHIPBERG its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by You of the Your obligations, performance or observance of Your role, functions, responsibilities, representations, or warranties under the Driver T&C; (ii) any violation of SHIPBERG Policies or any other policies provided by SHIPBERG; (iii) any harm to the reputation and goodwill of SHIPBERG; (iv) any claim of violation of intellectual property of a third party by Driver's usage of SHIPBERG's intellectual property in a manner not permitted under these Driver T&C; (v) Driver's misconduct or unauthorized access to data on the Portal or permitting in any way by the Driver the transfer of such data to the competitors of SHIPBERG or its affiliates or to any third party; and (vii) fraud, negligence and misconduct of the Driver.

13.2 You shall be liable to indemnify and hold SHIPBERG harmless against all damages,

losses, costs and expenses incurred by SHIPBERG as a consequence of any complaint from any Customer received by SHIPBERG with respect to defective Service/(s).

13.3 In addition to the indemnification rights of SHIPBERG under these Driver T&C, SHIPBERG shall also be entitled to such other remedies available under Applicable Laws.

13.4 In no event will SHIPBERG be liable for any losses arising from or in connection with these Driver T&C, pursuant to any claim by the Driver against SHIPBERG under contract, tort or otherwise, if such losses could have been avoided by the Driver using reasonable efforts to mitigate them. Further, SHIPBERG shall also not be liable to the Driver in contract, tort or otherwise for indirect, special, incidental, exemplary, punitive, or consequential damages of any kind whatsoever even if advised of the possibility of such damages. Notwithstanding anything contrary contained elsewhere in the Agreement, the total cumulative liability of SHIPBERG to the Driver or to any person claiming under or through it, shall not exceed INR 1000/- (Rupees One Thousand only).

13.5 SHIPBERG shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Driver arising out of the use of the service offered by SHIPBERG to the Driver directly or indirectly, for any reason whatsoever, including but not limited to damage or loss caused to You as a result of a Customer's non-compliance, which includes, but is not limited to, any incorrectly placed voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of SHIPBERG or any person or any organization involved in the above mentioned systems. The Driver shall also be liable to SHIPBERG for any loss caused to SHIPBERG due to the negligence of Driver or any unlawful act or omission in the performance of the Service. Without prejudice to the above, SHIPBERG shall not be liable for any direct or indirect loss or damage, which may be suffered by the Driver as a result of any failure by a Customer to show up within any stipulated time even if SHIPBERG has agreed to such timing or even if the Customer has advised SHIPBERG of the possibility that he / she may not show up within the stipulated time.

14. Termination of Driver Registration

14.1 The Parties to these Driver T&C shall be entitled to terminate these Driver T&C with a prior written notice of 7 (seven) Business Days to the other Party without assigning any reason for the termination.

14.2 The Parties to these Driver T&C shall be entitled to terminate these Driver T&C for any breach of any obligations, representations or warranties, or any other material terms as contained in this Driver T&C by a Party which is not the Party proposing to terminate the Driver T&C at the end of 5 (five) days from the intimation of such breach to the breaching Party, if such breach is not rectified within 5 (five) days.

14.3 Upon termination of these Driver T&C in the manner set out above, the registration of the Driver on the Portal shall stand cancelled and the Account shall be terminated and the Driver shall not be eligible to ply his Vehicle on the Portal.

14.4 Upon the expiry or early termination of these Driver T&C:

- i. The Driver shall pay to SHIPBERG all amounts due and owing to SHIPBERG.
- ii. SHIPBERG may, at its own discretion, return the Subscription Amount with such deductions as may be required to be made for the amounts and penalties/ Suspect Charges due to be paid by the Driver to SHIPBERG under these Driver T&C.
- iii. On the termination of your registration, SHIPBERG will settle the Driver Proceeds which have become due to you on account of the Service to the Customers through the Portal and for other activities agreed under the Subscription Agreement, prior to the date of termination.
- iv. Each Party shall promptly return to the other Party all property and materials including all devices and including confidential information and materials, furnished to it by the other Party

pursuant to these Driver T&C and/or the Subscription Agreement between the Parties. Where the confidential information cannot be returned in material form, the Party shall destroy the other Party's confidential information.

v. The Parties shall cease acting in a manner that would imply a continuing relationship between the Parties and shall cease all marketing and other activities contemplated under these Driver T&C and/or the Subscription Agreement. In connection with the marketing activities, on termination or expiration of the Subscription Agreement along with the Driver T&C, the Driver shall ensure that SHIPBERG branding affixed / displayed on the Vehicle and / or any other branding affixed / displayed on the Vehicle (as directed by SHIPBERG and mutually agreed between the Parties), if any, shall be immediately removed. If the Driver is unable to remove the branding himself, Driver shall promptly approach SHIPBERG's nearest office for removal of the branding. SHIPBERG disclaims all liabilities, whether civil, criminal, tortious, or otherwise, that may accrue as a consequence of continued use of any branding by the Driver after expiry or termination of the Subscription Agreement and Driver T&C.

14.5 Expiry or earlier termination of this Agreement will not prejudice any rights of the Parties that may have accrued prior to expiry or termination.

14.6 Without prejudice to the foregoing, the termination of Your registration pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which SHIPBERG may have, arising out of the event which gave rise to the right of termination.

15. Dispute Resolution, Governing Law and Jurisdiction

15.1 If any dispute arises between You and SHIPBERG, in connection with, or arising out of, these Driver T&C, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by SHIPBERG. Arbitration shall be held in **Coimbatore**. The proceedings of arbitration shall be in the **Tamil language**. The arbitrator's award shall be final and binding on the Parties.

15.2 These Driver T&C shall be governed by and construed in accordance with the laws of India.

15.3 In addition to above remedies, SHIPBERG shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain You from committing any violation of Your covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies SHIPBERG may have at law or in equity.

16. Miscellaneous

16.1 ***Entire Agreement:*** The Parties hereby agree that the Subscription Agreement, Exhibits and these Driver T&C along with SHIPBERG Policies, and any other policy that SHIPBERG notifies to the Driver from time to time shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the parties with respect to the subject matter of this Agreement. In the event of any contradiction or inconsistency between the Driver T&C and any other agreement executed between the parties, the terms of the Driver T&C shall prevail unless the exception has been expressly agreed to in writing by making reference to the relevant Clause sought to be modified under these Driver T&C.

16.2 ***Independent Contractor Status:*** The relationship created by Driver T&C is that of independent contractors, and not partners, franchisees or joint ventures. No employees, consultants, sub-contractors or agents of one party is or will be deemed to be employees, consultants, contractors or agents of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation, except as expressly set forth herein. The Driver shall not be deemed for any purpose to be an employee of SHIPBERG or any of its Affiliates. SHIPBERG shall not be responsible to the Driver or any governing body for any payroll-related taxes related to the performance of Services hereunder, including but not limited to, withholding or other taxes related to central or state income tax, social security benefits or unemployment compensation.

16.3 Assignment: Neither these Driver T&C nor any of the rights, interests nor obligations hereunder shall be assigned by the Driver to any third party, without the prior written consent of SHIPBERG. SHIPBERG may, at its sole discretion, assign the rights, interests or obligations hereunder to any person whosoever.

16.4 Force Majeure: Any delay in or failure to perform any obligations by either party under the Driver T&C shall not constitute default hereunder if and to the extent caused by force majeure, which is defined to be occurrences beyond the reasonable control of such Party committing default, including and limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection (“Force Majeure”). Provided, however, You shall give prompt written notice within a period of 7 (seven) days from the date of the force majeure occurrence to SHIPBERG. You shall use all reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes of force majeure are removed. In the event the Force Majeure event continues for a period of 7 (seven) days from the date on which SHIPBERG receive the notice from You as above, SHIPBERG shall have the right to terminate these Driver T&C.

16.5 Notices: Any notices, requests and other communications required or permitted hereunder shall be in writing and may be sent by any of the following means to the receiving Party at the relevant addresses set forth in these Driver T&C:

i. By electronic mail.

For the purposes of this sub-clause the Parties’ electronic mail addresses shall be the following, unless otherwise intimated by the Parties to each other, SHIPBERG: support@shipberg.com; Transport Service Provider: As provided during attachment.

ii. By SMS sent to mobile number at: SHIPBERG: Not Applicable; Transport Service Provider: As provided during attachment.

iii. By hand, against a written acknowledgement of receipt by the receiving Party. SHIPBERG; Transport Service Provider: As provided during attachment.

iv. By registered mail. Same as mentioned in 16.5(i) above. In the event the delivery of the notice is attempted to be made at all the contact addresses provided by the party, the notice shall be deemed delivered on the third day from the date of the notice.

16.6 Waiver: Either party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. No failure or delay on part of any Party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by such party.

16.7 Severability: Any provision that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

16.8 Amendment: These Driver T&C may be modified or amended by SHIPBERG at its sole and absolute discretion.