

**(DRIVER)**

**DRAFT TERMS AND CONDITIONS – M TRUCK – M/S. CHEVAL COURANT LOGISTICS PVT LTD.**

In terms of Information Technology Act, 2000, this document is an electronic record. Being generated by a computer system it does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of M truck platform.

Use of the M Truck platform is governed by the following terms and conditions (hereinafter referred to as “**Terms of Use**”). Please review the Terms of Use carefully.

By using the M Truck platform, you are agreeing to comply with and be bound by the Terms of Use. The detail Terms of Use are enumerated as under:-

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***I. Acceptance of the Terms***

- By using the M truck platform, you are agreeing to comply with and be bound by the Terms of Use.
- Your use of the M truck Platform is subject to the Terms of Use, which may be updated from time to time without any prior notice.

- Your acceptance of the Terms of Use is valid, binding and constitutes the entire agreement between the parties (irrespective of whether you are a user or visitor to the M truck Platform).
- You also agree that the contents of the afore-mentioned Terms of Use has been duly explained to You in vernacular language by the team of Our Company. Further, You agree and believe the same to be true.
- The Terms of Use supersedes all prior agreements, representations, warranties and understandings with respect to the M truck Platform.

## **II. Eligibility criteria**

By using the M truck Platform, you represent, assure and warrant that :-

- you are fully able, competent and authorized to enter into the terms, conditions, obligations, representations and warranties set forth in these Terms of Use;
- all information submitted by you is true and correct;
- you are legally entitled as per law to enter into any kind arrangement/agreement;
- all particulars furnished by you are true and accurate, and you acknowledge that M Truck platform does not require to independently verify the same while hiring you as a driver;

## **III. Essential Terms**

**"M Truck Platform" or "we" or "us" or "Company"** means Cheval Courant Logistics Pvt Ltd., and, affiliates, successors and assigns etc.

**"You" or "Driver"** means any natural or legal person who has agreed to be appointed as a driver on M Truck Platform for providing services to customers using M Truck Platform through the website and/or mobile app or directly calling us.

**"Content"** means the text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Site. It also includes marks, products and services.

**"Mark"** means trademark, trade name, service mark, trade dress, logo, custom graphics or icon.

**"Products and Services"** means the unaccompanied freight booking and other related services available through the Website and/or Mobile Application.

"**Driver**" means an individual who has registered with the Website and/or mobile application . Driver choose a Member ID and a password.

"**Member ID**" means the email address you use (with your password) to login to the M Truck Platform via Website and/or Mobile Application.

"**Provider**" means service provider who provides services through M Truck Platforms website and/or mobile application.

"**Purchase**" means to book, reserve, or purchase.

**We hold the sole right to modify the Terms of Use without prior permission from you or informing you. The relationship creates on you a duty to periodically check the terms and stay updated on its requirements. You agree that we shall not be liable to you for any delay or other damages that might result from such modification, suspension or discontinuance. We may also at any time, change or impose fees for certain services, or establish or change general practices and limits concerning certain services. If you continue to use the website and/or mobile application following such a change, this is deemed as consent by you to the so amended policies. As long as you comply with these Terms of Use, We grant you a personal, non-exclusive, non-transferable, non-sib-licensable limited privilege to enter and use the Website/mobile app.**

#### **IV. TERMS OF USE FOR THE DRIVERS**

- You are required to create an account with us by registering on the M truck platform website and/or mobile application. The registration of your account on the M truck platform is subject to you satisfying the Terms of Use at all times.
- If we have reasonable grounds to suspect violation of these Terms of Use or that registration information that You have provided is untrue, inaccurate, outdated, or incomplete, we may terminate your account and initiate appropriate proceedings against you in accordance with law.
- You are solely responsible for maintaining the confidentiality of your username and password and for all activities carried out under your account. We are not responsible for any loss or damage to you or any third party that may be incurred as a result of any unauthorized access and/or use of your account, or otherwise.
- You agree not to use the account, username or password of another user (unless validly authorized) at any time or to disclose your password to any third party or do

anything else that might jeopardize the security of your account. You agree to notify us immediately of any unauthorized use of your account.

- You agree not to access or use the M truck platform in any manner that could damage, disable, overburden, or impair any computer system, network, website, the M truck platform or any other product, service or website operated by us or any other person. You also agree not to interfere with or attempt to gain unauthorized access to any parts of the M truck platform or any accounts, computer systems or networks, etc.
- You agree not to use any robot, spider, scraper or other automated means to access the M truck platform or any other product, service, website and/or mobile application operated by us or any other person. We may, at our sole discretion, permit the use of distribution channels such as application programming interfaces for the M truck platform.
- Any content you create or store on the M truck platform (collectively, "Content") remains yours. You are solely responsible for your Content and the consequences of its transmission. You are further responsible for ensuring that you do not accidentally make any private Content publicly available. Any Content that you may receive through the use of the M truck platform from your is provided to you 'AS IS' for your information and personal use only and you agree not to use or otherwise exploit such Content for any purpose without the express written consent of the person who owns the rights to such Content. You represent and warrant that the Content does not violate any applicable law, rule or regulation or third party rights. You agree to indemnify us against any claims against us arising out of your Content.
- You agree not to use, display or share your Content or any data we provide you in a manner inconsistent with the Terms of Use or any applicable law, rule or regulation. We are not under any obligation to keep back-up copies of the Content once your account is deleted. We make no guarantee that Content will be safely stored on the M truck platform. To be safe, you should independently back-up your Content, to the extent permitted herein and by applicable laws, rules and regulations.
- You are duty bound to work diligently keeping the interest of the Company paramount.
- You agree and accept that the relationship between You and the Company is on principal to principal basis and that the Company disclaims all representations and warranties of any kind, whether express or implied.
- You ensure that You will not indulge in any of the following activities while availing the service:
  - (a) Soiling or damaging the body and/or any other interiors of the trucks.

- (b) Misusing, soiling or damaging any of the devices (technical/non-technical) in the truck.
- (c) Breaking any Traffic/RTO/City Police and/or government rules for any purpose.
- (d) Overloading truck with the consignment than the allowed limit. Misbehaving with the driver in any manner.
- (e) Carrying illegal or contraband goods.
- (f) Providing services without having valid documents required for transportation.

**V. RESERVATION OF RIGHTS FOR PROVIDING SERVICE**

- The Company is duly authorized to use the location based information provided by any of the telecommunication companies when the Customer makes a booking through website and/or mobile application. The location based information will be used only to facilitate and improve the probability of locating a truck for the Customer.
- The Company shall be entitled to disclose to all companies within its group, or any government body as so required by the law or by directive or request from any government body, the particulars of the Customer in the possession of Company in any way as Company, in its absolute discretion, deems fit or if it considers it in its interests to do so.
- The Company shall be entitled at any time without giving any reason to terminate the booking of the truck done by the Customer. User(s) shall indemnify the Company with respect to any expenses incurred with respect to such booking.

**VI. PRICING & PAYMENTS**

- Information on the indicative pricing and charges for all services offer on the M truck platform is available on the website and/or mobile application or will be informed by our Call Centre representative at the time of booking. However, the actual pricing and charges will be known to you once the Company receives all information regarding your consignment and the destination and any other relevant information.
- The Company reserves the right to change the pricing without any prior notice to you. The Company also reserves the right to customize the pricing for different users based on specific requirements applicable to each booking.

- The Customer shall pay the charges and any fee or levy presently payable or hereinafter imposed by the law or required to be paid for availing the services. The Customer may choose to make payment for the services availed by any of the following methods:

(a) Cash payment: Where the customer opts to pay by cash, you shall safely keep the said amount with you.

(b) Online payment: Online payment for the services shall be made to us at the time book our services, and can be made either via credit card / debit card / cash cards, net banking, NEFT, RTGS, IMPS, etc., as may be processed by independent payment service providers, through other banking channels, or under the advance payments scheme operated by us only for users of the M Truck platform as a closed group e-wallet (the “ **M Truck Wallet**”). In the event the payment cannot be accepted through the online payment methods, the Customer will have to make a cash payment of the charges to us by directly making payment to you.

The M Truck Wallet is a closed ended scheme offered to the Driver on the basis of work done. The details of the M truck Wallet are enumerated as under:-

- It comprises of M Credits where 1 Credit is equivalent to 1 Rupee
- The credits can solely be used on the M truck platform and cannot be used and/or transferred elsewhere.
- After every successful ride, the M credits would be credited into your M Wallet. A monthly periodic assessment of the same would be done by the Company. On the basis of the same equivalent Rupees would be credited into the account of the driver.
- Further, the Company reserves its right to transfer and/or remit M truck credits into the wallet of the Driver after carefully scrutinising the account of the Driver.
- Further, balance in the M Truck wallet does not bear interest.
- Available balance in the account may be forfeited M truck wallet will be forfeited if the Driver does not perform services of the Company for a period exceeding 10 days.
- That in the event of any discrepancy regarding the same, the driver can contact the Company. However, decision of the Company in this regard shall be final and binding upon the Customer.

(c) You are responsible to collect from the Customer all fees and applicable taxes associated with the services in a timely manner with a valid payment method. The customer shall be solely responsible for payment of all such taxes, duties and fees and the charges provided by us are exclusive of any taxes, duties and fees.

(d) we reserve the right to either suspend or terminate your account or any pending services, including deletion of your account.

## **VII. WARRANTIES AND GUARANTEES**

The represents and guarantees as under:-

- That all statements and information provided by you are true and correct and you acknowledge that in the event that you make untrue or fraudulent statement, you would risk a civil claim and/or criminal prosecution the penalties for which may include forfeiture and sale. You agree to indemnify us and hold us harmless from any claims that may be brought against us or our agents arising from the information provided by you.
- All applicable laws and regulations have been complied with by you.

## **VIII. Prohibited Activities**

- You agree not to use the M truck platform (website and/or mobile application) for illegal, harmful, misleading, fraudulent or other malicious purposes or to post, disseminate or communicate any unlawful, defamatory, obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter or for the transmission of material that contains viruses or other malicious code, or that which infringes or may infringe intellectual property or other rights of another.
- You agree not to use M truck platform for the transmission of “junk mail”, “spam”, “chain letters”, “phishing” or unsolicited mass distribution of email. You agree to indemnify us for any liability on us which may arise due to your misuse of the M truck platform.
- Despite these prohibitions, content communicated by other users of the M truck platform may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services, and we assume no responsibility or liability for this material. Without assuming any obligation to do so, we may delete any Content or suspend any account associated with it, that we have reasonable grounds to believe violates the Terms of Use, any applicable law, or that may be offensive or illegal, or violate the rights, harm, or threaten the safety of any person.

***IX. Insurance***

We recommend that the vehicle used by you shall be duly insured at all times. Further, the Company under no circumstances incur any liability in respect of any claims under the relevant insurance policy.

***X. COMPLAINTS***

- The Company under no circumstances shall be liable for any conduct of the Driver.
- That the relationship of the Company and the Drivers are on principal to principal basis and the Drivers are not in any way or manner employees of the Company.
- In the event of any complaint the Customer is at liberty to initiate appropriate legal recourses against the driver. However, in the event the Customer initiates any legal action against the Company /its officials/its representatives the Company reserves it right to defend the same at the costs, risks and consequences of the Customer.

***XI. CANCELLATION POLICY***

All cancellations made after the vehicle reports at the pick up location will be charged the base fare of the trip. Further, in the event the Customer does not pay the cancellation charges, the same shall be duly reflected in the account of the customer and shall be auto charged in the next booking made by the customer.

***XII. Refunds***

The Company generally do not refund any amounts received from you for any services delivered through the M truck platform. However, in cases or erroneous transactions and other similar exceptional cases, you can write to us with all the relevant details, and we shall consider any refund on a case-to-case basis, at our sole discretion.

***XIII. GST APPLICABILITY***

It is stated that the GST payable by the customer is as per the reverse charge mechanism. The Company declares that the Input Tax Credit of capital goods, input



and input services used for providing transportation has not been taken by the Company. The charge is under the GST scheme is on reverse charge basis where the customer has to firstly deposit the requisite tax with the statutory authorities and thereafter claim reversal of the said amount.

#### **XIV. GENERAL TERMS**

- We reserve the right (but have no obligation) to monitor all activities on your account to ensure compliance with the Terms of Use and applicable law.

#### **XV. Third Party Links**

Additionally, we may provide hyperlinks through the M truck platform, or any other form of link or redirection of your connection to other sites (“**Third Party Sites**”). Links to these Third Party Sites are provided solely for your convenience and in no way does the inclusion of any link on the Site or Services imply our affiliation or endorsement of the linked site, their business practices (including their privacy policies) or any information therein. We expressly disclaim responsibility for the accuracy, quality, legality, nature, availability or reliability of Third Party Sites linked to by or through the M truck platform.

You shall not raise any claims/demands from us our officers, employees, agents and successors in this regard.

#### **XVI. Intellectual Property Rights**

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights (including applicable copyrights, trademarks and other proprietary rights) of any kind on the M truck platform, and our websites, emails, platforms, mobile sites, applications, other products and/or services. We are not granting any license to you under any of those intellectual property rights by virtue of these Terms of Service. You further acknowledge and agree that we retain ownership and control over the “look and feel” and substance of our tools, widgets, buttons, applications and the like. We reserve all rights that are not explicitly granted to you in under these Terms of Use.

Our trademarks, logos, service marks, images, trade names, designs, page headers, button icons, scripts and other distinctive branding features constitute our intellectual property and may not be copied, imitated, or used, in whole or in part. You agree not to infringe any intellectual property rights when you use the M truck platform and that you will indemnify us for any claims which may arise on us in this regard.

We have invested substantial time and effort into developing the M truck platform and it contains our own or licensed intellectual property. You further agree not to breach our intellectual property rights or attempt to reverse-engineer or discover the source code (by any means) of the M truck platform. You agree that any infringement of these restrictions will cause us irreparable loss.

### **XVII. Disclaimer of Warranties**

The Company do not warrant that:

- the M truck platform will meet your specific requirements;
- the services on the M truck platform will be uninterrupted, timely, secure, or error-free, or be available to you at all times;
- that you would be provided adequate work;
- the services that may be obtained from the use of the M truck platform will be accurate or reliable;
- the quality of any products, services, information, or other material purchased or obtained by you through the M truck platform will meet your expectations; and
- any errors on the M truck platform will be corrected.

### **XVIII. Limitation of Liability**

You expressly understand and agree that the Company, its affiliates and subsidiaries, and their respective officers, directors, agents, co-branders or other partners, and employees shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from:

- the use or the inability to use the M truck platform;
- the cost of procurement of substitute products and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the M truck platform;
- unauthorized access to or alteration of your transmissions or data;
- statements or conduct of any third party on the M truck platform;
- or any other matter relating to the M truck platform.

Your sole and exclusive remedy for any dispute regarding the M truck platform, with us or any of the persons detailed above shall be termination of your relationship with us. In no event shall our entire liability to you in respect of any Service, whether direct or indirect, exceed the fees paid by you towards the services in question.

We shall not be liable for any claims which may arise out of our arrangement and your only recourse for any loss you may suffer will be under the applicable insurance policy you may take for the consignment of the goods. You shall indemnify us against any claims which may arise out of your interactions with your customers or actions of your customers pursuant to your use of the M truck platform. The M truck platform does not conduct any independent verification and does not undertake any liability arising due to your use of the M truck platform.

Notwithstanding anything contained in the terms of use or the goods receipt / consignment note / goods forwarding note, you acknowledge and agree that we shall not incur any liability for any damages of any kind arising from the use of the service provided by us, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. Further, we shall not be responsible for any loss you may suffer for any reason whatsoever, including due to non-compliance with applicable law or these terms of service, or arising out of any event beyond our control, including but not limited to, acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost or other natural calamities or disasters, war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions, national or local disruptions in transportation networks and mechanical problems to modes of transport or machinery, latent defects or inherent vice in the contents of the consignment, criminal acts of third parties such as theft and arson, etc.

If the receiver / consignee refuses to accept delivery, we will try to contact you and discuss the appropriate action, and if we are not able to contact you then we reserve the right to dispose of the consignment in the appropriate manner. You agree to pay us any costs we incur in forwarding, disposing of or returning the consignment and our charges, if any.

#### ***XIX. Indemnity***

You agree to indemnify, defend, and hold harmless the Company, its affiliates and subsidiaries, and their respective officers, directors, agents, co-branders or other partners, and employees and its agents from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to the services availed by You.

#### ***XX. Amendment***

We may amend, modify, change, add or remove portions of these Terms of Use at any time without notice to you. The latest Terms of Use will be posted at this URL, and you should review the Terms of Use each time before you use the M truck platform. By your using the M truck platform, you are presumed to have notice of the latest version of the Terms of Use.

**XXI. Termination**

You may terminate your account and end your use of the M truck platform at any time. The Company reserves its right to terminate /block your account in the event You contravene the afore-mentioned conditions of the Terms of Use.

**XXII. Governing Law and Dispute Resolution**

These Terms of Use shall be governed by the laws of India without giving effect.

Any controversy or claim arising out of or relating to these Terms of Use shall be settled by binding arbitration in accordance with the requirements of the Arbitration and Conciliation Act, 1996. The venue and the seat of the Arbitration shall be Gurgaon and the sole arbitrator shall be appointed by us. The decision of the sole arbitrator shall be final and binding. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our rights in any court of competent jurisdiction. Subject to the foregoing, the Courts at Gurugram, Haryana shall have exclusive jurisdiction over all matters touching upon this Terms of Use.