

FLEETRASHIP LOGISTICS SOLUTIONS PVT. LTD.

MERCHANT AGREEMENT

Version 1.0

Effective Date: [25/06/2026]

Last Updated: [25/06/2026]

IMPORTANT LEGAL NOTICE

This Merchant Agreement ("Agreement") is entered into between **FLEETRASHIP LOGISTICS SOLUTIONS PVT. LTD.**, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at **Shop No. 3, Kumawato Ki Dhani, Naradpura, Jalsu, Jaipur, Rajasthan – 303701** (hereinafter referred to as "**Fleetraship**", "Company", "Platform", "We", "Us" or "Our"), and every individual, sole proprietorship, partnership firm, limited liability partnership, company, trust, society or other legal entity registering to use the Platform (hereinafter referred to as the "Merchant", "Seller", "You" or "Your").

This Agreement governs Your access to and use of Fleetraship's technology platform, including shipment booking, courier aggregation, shipping label generation, order processing, tracking, non-delivery management, return management, cash-on-delivery reconciliation, wallet services, API integrations and all related services provided by Fleetraship.

By creating an account, completing KYC, recharging the Merchant Wallet, integrating through API, booking a Shipment or otherwise accessing or using any Fleetraship Service, You acknowledge that You have read, understood and voluntarily agreed to be legally bound by this Agreement.

If You do not agree to any provision of this Agreement, You must immediately discontinue use of the Platform.

CHAPTER 1

DEFINITIONS AND INTERPRETATION

1. Definitions

For the purposes of this Agreement, unless the context otherwise requires:

- "Account" means the Merchant account created on the Fleetraship Platform.
- "Air Way Bill" or "AWB" means the shipment identification number and shipping label generated through the Platform for transportation of a Shipment.
- "Business Day" means any day other than a Saturday, Sunday or public holiday on which banks are open for business in Jaipur, Rajasthan.
- "Chargeable Weight" means the higher of the Actual Weight or the Volumetric Weight of a Shipment, as determined in accordance with the applicable Courier Partner's methodology.
- "COD" means Cash on Delivery collected from the consignee at the time of delivery.
- "Confidential Information" includes all non-public business, commercial, technical, operational or financial information relating to Fleetraship, including but not limited to software, APIs, pricing, courier contracts, source code, algorithms, databases, business plans, operating procedures and merchant analytics.
- "Courier Partner" means any independent logistics company integrated with Fleetraship for pickup, transportation, delivery, reverse logistics or related services.
- "Customer" means the end recipient of a Shipment booked by the Merchant.

- "Dashboard" means the Merchant control panel provided by Fleetraship.
- "Final Settlement" means reconciliation of all financial obligations between Fleetraship and the Merchant following account closure or termination.
- "Merchant Wallet" means the prepaid digital balance maintained by the Merchant for payment of shipping and related charges.
- "NDR" means a Non-Delivery Report generated by a Courier Partner where delivery could not be completed.
- "Platform" means the Fleetraship website, merchant dashboard, APIs, mobile applications, software, integrations and associated technology infrastructure.
- "RTO" means Return to Origin, whereby an undelivered Shipment is returned to the Merchant.
- "Security Deposit" means the refundable security amount of INR 10,000 maintained by every Merchant in accordance with this Agreement.
- "Services" means all technology-enabled logistics aggregation services provided by Fleetraship.
- "Shipment" means any parcel, package, consignment or document booked through the Platform.
- "Volumetric Weight" means the dimensional weight calculated using the applicable Courier Partner's volumetric formula.

2. Interpretation

Unless the context otherwise requires:

- a. words importing the singular include the plural and vice versa;
- b. references to any statute include amendments, re-enactments and subordinate legislation;
- c. headings are inserted solely for convenience and shall not affect interpretation;
- d. the words "including", "includes" and "such as" shall be construed without limitation;
- e. references to writing include electronic communications.

CHAPTER 2

MERCHANT REGISTRATION

3. Eligibility

To use the Platform, the Merchant represents and warrants that:

- it possesses the legal capacity to enter into binding contracts;
- it is duly incorporated or otherwise legally permitted to conduct business;
- it holds all licences, registrations and approvals required for its business;
- all information submitted to Fleetraship is true, complete and accurate;

- it shall promptly update Fleetraship regarding any material change in ownership, address, GST registration, bank account or authorised representative.

Fleetraship reserves the right to reject, suspend or terminate any registration that, in its reasonable opinion, presents an operational, financial, compliance or reputational risk.

4. KYC Verification

Fleetraship may require submission of one or more of the following documents before activating or continuing Merchant Services:

- Permanent Account Number (PAN);
- Goods and Services Tax Registration Certificate (GSTIN), where applicable;
- Certificate of Incorporation;
- Partnership Deed or LLP Agreement;
- MSME Registration;
- Cancelled Cheque;
- Bank Verification;
- Address Proof;
- Identity Proof of the authorised signatory;

Any additional documentation reasonably required for compliance, fraud prevention or operational verification.

Fleetraship may conduct periodic re-verification of KYC records. Failure to provide updated documentation within the prescribed time may result in suspension of Services.

5. Merchant Account

Each Merchant shall maintain only such number of Accounts as approved by Fleetraship.

The Merchant shall maintain the confidentiality of all login credentials and shall be solely responsible for every activity undertaken through its Account.

The Merchant shall immediately notify Fleetraship of any suspected unauthorised access, credential compromise or security incident affecting the Account.

Fleetraship may implement multi-factor authentication, device verification, IP restrictions or additional security controls where reasonably necessary.

CHAPTER 3

SERVICES

6. Nature of Services

Fleetraship is a technology-enabled logistics aggregation platform.

Fleetraship facilitates access to logistics services offered by independent Courier Partners through a unified technology interface.

Fleetraship itself is not a common carrier, transporter, warehouse operator or courier company unless expressly agreed in writing.

The Services may include:

- Shipment Booking;
- Courier Selection;
- AWB Generation;
- Shipping Label Printing;
- Shipment Tracking;
- NDR Management;
- Return-to-Origin Management;
- COD Reconciliation;
- Merchant Wallet Services;
- Billing;
- Reporting and Analytics;
- API Integration;
- Customer Support;
- Claims Coordination.

Fleetraship may introduce, modify, suspend or discontinue any Service at any time in order to improve security, operational efficiency, regulatory compliance or customer experience.

7. Independent Courier Partners

All transportation, pickup, line-haul, last-mile delivery, reverse logistics and physical handling of Shipments shall be performed exclusively by independent Courier Partners.

Fleetraship does not control the day-to-day operations of Courier Partners and therefore does not warrant specific delivery timelines, pickup times or transportation methods.

Delivery estimates displayed on the Platform are indicative only and shall not constitute contractual guarantees.

8. Service Availability

Fleetraship shall use commercially reasonable efforts to maintain availability of the Platform.

However, the Merchant acknowledges that temporary interruptions may occur due to:

- scheduled maintenance;
- emergency maintenance;
- infrastructure upgrades;
- banking outages;
- courier system failures;
- internet disruptions;
- cyber security incidents;
- governmental restrictions; or
- force majeure events.

Such interruptions shall not constitute a breach of this Agreement, provided Fleetraship acts reasonably to restore Services.

CHAPTER 4

MERCHANT OBLIGATIONS AND OPERATIONAL REQUIREMENTS

9. Merchant Obligations

The Merchant shall, throughout the Term of this Agreement:

- (a) conduct its business in accordance with all applicable laws, rules, notifications and governmental regulations;
- (b) ensure that every Shipment booked through the Platform represents a genuine commercial transaction;
- (c) maintain valid registrations, licenses and statutory approvals required for carrying on its business;
- (d) promptly provide Fleetraship with any information reasonably required for operational, compliance or regulatory purposes;
- (e) cooperate with Fleetraship, Courier Partners and regulatory authorities during investigations relating to fraud, customer complaints, claims or legal proceedings;
- (f) maintain adequate Wallet balance and Security Deposit in accordance with this Agreement;
- (g) refrain from using the Platform for any unlawful, misleading or fraudulent activity.

The Merchant acknowledges that Fleetraship relies upon the accuracy of information submitted by the Merchant and shall not independently verify every declaration made by the Merchant.

10. Product Compliance

The Merchant represents and warrants that every product shipped through Fleetraship:

- is legally manufactured, imported or acquired;
- may lawfully be sold within India;
- complies with all applicable laws;
- is free from intellectual property infringement;
- is not counterfeit;
- has been accurately described to the Customer;
- is accompanied by legally compliant invoices and documentation.

Fleetraship shall not be responsible for verifying product legality, quality, merchant ownership or regulatory approvals.

11. Taxes and Regulatory Compliance

The Merchant shall remain solely responsible for:

- GST compliance;
- issuance of tax invoices;
- HSN classification;
- E-Way Bills;
- TDS compliance;

- customs documentation (where international services are introduced);
- sector-specific approvals.

Any tax, interest, penalty or liability imposed upon Fleetraship due to inaccurate information supplied by the Merchant shall be recoverable from the Merchant.

CHAPTER 5

SHIPMENT MANAGEMENT

12. Shipment Booking

Shipment booking shall only be carried out through Fleetraship's authorised Platform.

For each Shipment, the Merchant shall provide complete and accurate information including:

- Customer Name;
- Mobile Number;
- Complete Delivery Address;
- PIN Code;
- Pickup Address;
- Product Description;
- Invoice Value;
- Payment Mode;
- Declared Weight;
- Dimensions;
- Number of Packages.

Fleetraship reserves the right to reject, suspend or cancel any Shipment containing incomplete, inaccurate or suspicious information.

13. Air Way Bill (AWB)

Each Shipment shall be assigned an Air Way Bill generated through Fleetraship.

The Merchant shall:

- print the AWB clearly;
- securely affix the label;
- ensure barcode readability;
- avoid tampering with the label.
- Reuse, duplication or alteration of an AWB is strictly prohibited.
- Any Shipment bearing an altered or duplicated AWB may be refused without liability.

14. Packaging Standards

The Merchant shall ensure that every Shipment is packed in accordance with accepted commercial packaging practices.

Packaging shall be sufficient to withstand:

- loading;
- unloading;
- automated sorting;

- transportation;
- stacking;
- vibration;
- normal courier handling.

The Merchant acknowledges that inadequate packaging is one of the primary causes of transit damage and therefore accepts full responsibility for losses arising from improper packaging.

14.1 Fragile Shipments

Glassware, electronics, ceramics, cosmetics, liquids and other fragile products shall be packed using appropriate protective materials including bubble wrap, foam inserts, air cushions or equivalent protective packaging.

Fleetraship reserves the right to reject claims where inadequate packaging materially contributed to the damage.

14.2 Liquid Products

Liquid products shall be packed using leak-proof containers with tamper-resistant sealing and secondary protective packaging.

The Merchant shall remain responsible for losses arising from leakage attributable to inadequate packaging.

15. Pickup

Fleetraship shall arrange pickup through an available Courier Partner.

Pickup schedules displayed on the Platform are estimates only.

Fleetraship does not guarantee pickup within any fixed timeframe unless expressly agreed in writing.

15.1 Failed Pickup

Pickup may fail due to:

- Merchant unavailability;
- incorrect pickup address;
- unsafe premises;
- improper packaging;
- prohibited goods;
- courier capacity constraints;
- adverse weather;
- force majeure.

Repeated failed pickups attributable to the Merchant may result in additional operational charges.

16. Address Modification

Where the Merchant requests modification of a delivery address after Shipment booking, Fleetraship shall use commercially reasonable efforts to coordinate the request with the applicable Courier Partner.

Fleetraship does not guarantee successful address modification.

Any additional charges imposed by the Courier Partner shall be payable by the Merchant.

17. Delivery Attempts

Delivery attempts shall be governed by the operating policy of the respective Courier Partner.

Fleetraship does not guarantee any minimum number of delivery attempts.

Additional delivery attempts requested by the Merchant may attract additional charges.

18. Non-Delivery Report (NDR)

Where delivery cannot be completed, an NDR may be generated.

Fleetraship may notify the Merchant through:

- Merchant Dashboard;
- Email;
- SMS;
- API;
- WhatsApp (where available).

The Merchant shall provide instructions within the period prescribed on the Platform.

Failure to respond may result in:

Return to Origin (RTO);

cancellation of Shipment;

disposal in accordance with applicable courier policy and law;

additional operational charges.

Fleetraship shall not be liable for losses arising from delayed Merchant instructions.

19. Return to Origin (RTO)

Where delivery cannot be completed, the Shipment may be returned to the Merchant.

The Merchant agrees to bear:

- Forward Freight;
- Reverse Freight;
- Handling Charges;
- Storage Charges;
- Applicable Taxes;
- Additional Charges imposed by the Courier Partner.

Fleetraship may recover such charges by adjustment against the Merchant Wallet, COD Settlement, Security Deposit or any other amount payable to the Merchant.

20. Shipment Cancellation

Shipment cancellation shall only be permitted prior to pickup by the Courier Partner.

Once pickup has occurred, all applicable shipping charges, taxes and operational costs shall remain payable irrespective of subsequent cancellation.

Fleetraship shall use commercially reasonable efforts to coordinate cancellation requests but does not guarantee successful cancellation after operational processing has commenced.

CHAPTER 6

PROHIBITED SHIPMENTS

21. Restricted Goods

The Merchant shall not book or attempt to transport:

- explosives;
- firearms;
- ammunition;
- hazardous chemicals;
- radioactive materials;
- narcotic drugs;
- counterfeit goods;
- pirated goods;
- stolen property;
- live animals;
- human organs;
- currency;
- bullion;
- prohibited medicines;
- products banned under Indian law;
- any item prohibited by the applicable Courier Partner.

Fleetraship reserves the right to amend this list from time to time to reflect changes in law, regulatory requirements or courier policies.

22. Inspection Rights

Fleetraship and the applicable Courier Partner may inspect any Shipment where reasonably necessary for:

- operational safety;
- fraud prevention;
- regulatory compliance;
- legal obligations;
- security screening.

Such inspection shall not constitute acceptance of responsibility for the contents of the Shipment.

23. Consequences of Violation

Where prohibited goods are detected or reasonably suspected, Fleetraship may immediately:
reject the Shipment;

- suspend the Merchant Account;
- terminate this Agreement;
- report the matter to law enforcement authorities;
- recover all resulting costs, losses and penalties;
- permanently blacklist the Merchant from the Platform.

The Merchant shall indemnify Fleetraship against all liabilities arising from such prohibited Shipments.

CHAPTER 7

COMMERCIAL TERMS

24. Pricing

Fleetraship shall publish applicable shipping charges, surcharges and commercial terms through the Merchant Dashboard or other authorised communication channels.

Rates may vary depending upon:

- Courier Partner;
- Destination;
- Weight;
- Dimensions;
- Service Type;
- Fuel Surcharge;
- Remote Area Charges;
- Seasonal Surcharges.

Fleetraship reserves the right to revise pricing from time to time upon reasonable notice through the Platform.

25. Merchant Wallet

Fleetraship may provide a prepaid Merchant Wallet for payment of shipping charges and related operational costs.

The Wallet:

- is non-transferable;
- shall not accrue interest;
- may only be used for Fleetraship Services;
- may be automatically adjusted in accordance with this Agreement.

Fleetraship may prescribe minimum Wallet balance requirements for uninterrupted Services.

CHAPTER 8

COMMERCIAL TERMS, WALLET, COD SETTLEMENT & SECURITY DEPOSIT

26. Commercial Charges

In consideration of the Services provided by Fleetraship, the Merchant agrees to pay all applicable commercial charges published by Fleetraship from time to time.

Such charges may include, without limitation:

- Forward Shipping Charges;
- Reverse Shipping Charges (RTO);
- Reverse Pickup Charges;
- COD Handling Charges;

- Fuel Surcharge;
- Remote Area Surcharge;
- Additional Weight Charges;
- Volumetric Weight Charges;
- Appointment Delivery Charges;
- Special Handling Charges;
- Insurance Premium;
- API Usage Charges;
- Platform Charges;
- Government Taxes;
- GST and other statutory levies.

Fleetraship reserves the right to revise commercial pricing at any time by publishing updated rates on the Merchant Dashboard or communicating such revisions electronically.

Continued use of the Platform after such publication shall constitute acceptance of the revised pricing.

27. Merchant Wallet

Fleetraship may maintain a prepaid Merchant Wallet for operational convenience.

The Merchant Wallet shall be used for payment of:

- Shipping Charges;
- RTO Charges;
- Weight Difference Charges;
- Insurance Charges;
- Additional Operational Charges;
- Taxes;
- Penalties;
- Other lawful dues payable under this Agreement.
- Wallet balances:
 - shall not earn interest;
 - shall not constitute bank deposits;
 - shall not be transferable between Merchant Accounts.

Fleetraship may prescribe minimum wallet balance requirements to ensure uninterrupted booking of Shipments.

27.1 Wallet Recharge

The Merchant may recharge the Wallet using payment methods approved by Fleetraship.

Fleetraship may impose minimum recharge values and transaction limits.

Any promotional credits or incentives credited to the Wallet shall be governed by the specific promotional terms applicable thereto and may expire if not utilised within the prescribed validity period.

27.2 Wallet Adjustments

The Merchant irrevocably authorises Fleetraship to automatically debit the Wallet towards any amount lawfully payable by the Merchant under this Agreement.

Fleetraship shall maintain electronic records of all Wallet transactions, which shall constitute prima facie evidence of such transactions unless proven otherwise.

27.3 Wallet Refund

Unused Wallet balances may be refunded only after:

account closure;

- completion of Final Settlement;
- adjustment of all outstanding dues;
- successful bank verification.

Approved refunds shall ordinarily be processed within thirty (30) Business Days after completion of reconciliation.

CHAPTER 9

CASH ON DELIVERY (COD)

28. COD Collection

Fleetraship facilitates Cash on Delivery collection through independent Courier Partners.

Fleetraship shall not be deemed the collecting agent of the Merchant.

Actual collection shall be undertaken by the respective Courier Partner.

Fleetraship shall release COD amounts only after receipt and successful reconciliation of funds from the Courier Partner.

29. COD Settlement Cycle

Subject to successful reconciliation, COD settlements shall ordinarily be processed **every Tuesday**.

Settlement timelines are indicative and subject to:

- Banking Clearance;
- Courier Reconciliation;
- Fraud Verification;
- Regulatory Requirements;
- Public Holidays;
- Force Majeure Events.

Fleetraship shall use commercially reasonable efforts to adhere to the scheduled settlement cycle but does not guarantee settlement on a fixed calendar date where circumstances beyond its reasonable control prevent timely remittance.

30. Conditions for COD Release

Fleetraship shall not be obligated to release COD amounts unless:

Merchant KYC remains valid;

Security Deposit requirements are fulfilled;

there are no material breaches of this Agreement;

outstanding operational charges have been adjusted;

fraud review has been completed;

applicable courier reconciliation has been completed.

31. COD Hold

Fleetraship may temporarily withhold the whole or any part of COD amounts where reasonably necessary for:

Outstanding Freight Charges;

- Weight Discrepancies;
- RTO Charges;
- Chargebacks;
- Pending Claims;
- Fraud Investigation;
- Fake Shipment Investigation;
- Duplicate Settlement Verification;
- Government Directions;
- Court Orders;
- Regulatory Compliance;
- Outstanding Taxes;
- Any other lawful dues recoverable under this Agreement.

Fleetraship shall endeavour to release undisputed COD balances promptly after completion of reconciliation.

32. COD Adjustment

The Merchant expressly authorises Fleetraship to recover any lawful outstanding amount by adjustment against COD settlements.

- Such adjustments may include:
- Freight Charges;
- Weight Difference Charges;
- Reverse Logistics Charges;
- Insurance Charges;
- Penalties;
- Taxes;
- Operational Costs;
- Any amount recoverable under this Agreement.

Fleetraship shall make reasonable records of such adjustments available through the Merchant Dashboard.

CHAPTER 10

SECURITY DEPOSIT

33. Mandatory Security Deposit

Every Merchant shall maintain a refundable Security Deposit of INR 10,000 (Rupees Ten Thousand Only).

The Security Deposit shall be a mandatory condition for activation and continued use of Fleetraship Services.

Fleetraship reserves the right to suspend Services where the Security Deposit requirement is not fulfilled.

34. Purpose of Security Deposit

The Security Deposit serves as continuing security for payment of:

- Outstanding Freight;
- Weight Difference Charges;
- COD Adjustments;
- Chargebacks;
- Fraud Losses;
- RTO Charges;
- Reverse Pickup Charges;
- Insurance Premiums;
- Taxes;
- Government Penalties;
- Legal Costs recoverable under this Agreement;
- Any other amount lawfully payable by the Merchant.

35. Adjustment Against Deposit

Fleetraship may adjust any lawful outstanding dues against the Security Deposit without obtaining separate approval from the Merchant.

Fleetraship shall notify the Merchant electronically following such adjustment.

Where the balance falls below INR 10,000, the Merchant shall replenish the Security Deposit within seven (7) Business Days.

Failure to replenish the Security Deposit may result in suspension of shipment booking, COD settlement and Merchant Services.

36. Final Settlement (F&F)

Upon closure or termination of the Merchant Account, Fleetraship shall undertake a comprehensive reconciliation of:

- COD Collections;
- Merchant Wallet;
- Shipping Charges;
- Weight Revisions;
- Claims;
- Chargebacks;
- Taxes;
- Outstanding Invoices;
- Security Deposit.

Subject to completion of reconciliation, the balance Security Deposit shall be refunded within forty-five (45) calendar days after adjustment of all lawful dues.

Fleetraship may reasonably extend this period where fraud investigations, court proceedings, insurance claims or courier reconciliations remain pending.

CHAPTER 11

WEIGHT DISCREPANCY POLICY

37. Declared Weight

The Merchant shall accurately declare both the Actual Weight and the dimensions of every Shipment.

Fleetraship or the applicable Courier Partner may re-weigh or re-measure any Shipment at any stage of transportation.

The Chargeable Weight shall be the higher of:

Actual Weight; or

Volumetric Weight.

38. Weight Revision

Where the Courier Partner reports a higher Chargeable Weight than declared by the Merchant, Fleetraship shall revise the applicable shipping charges accordingly.

The Merchant shall be notified through the Merchant Dashboard or other electronic communication.

39. Dispute Period

The Merchant shall have fifteen (15) calendar days from the date of notification to dispute the revised weight.

The Merchant may submit:

- Packing Videos;
- Weight Machine Images;
- Dimension Measurements;
- Product Photographs;
- Courier Communications;
- Any other supporting evidence.

Fleetraship shall review the dispute in coordination with the applicable Courier Partner.

40. Deemed Acceptance

Where no dispute is received within fifteen (15) calendar days, the revised Chargeable Weight shall be deemed accepted by the Merchant.

Fleetraship may thereafter recover the revised charges from:

- Merchant Wallet;
- COD Settlement;
- Security Deposit;

Future amounts payable to the Merchant.

No further objection shall ordinarily be entertained after expiry of the dispute period unless Fleetraship determines otherwise at its sole discretion.

CHAPTER 12

PAYMENT DEFAULT

41. Default

Where the Merchant fails to pay any outstanding amount when due, Fleetraship may, without prejudice to any other right available under law or this Agreement:

- suspend shipment booking;
- suspend COD settlements;
- suspend Wallet facilities;
- suspend API integrations;
- recover dues from available balances;
- initiate legal proceedings;
- terminate the Merchant Account.

The Merchant shall remain liable for all unpaid amounts notwithstanding suspension or termination of Services.

CHAPTER 13

CHAPTER 14

MERCHANT INDEMNITY

50. Indemnification

The Merchant shall defend, indemnify and hold harmless Fleetraship, its directors, officers, employees, shareholders, affiliates, consultants, technology providers and Courier Partners against any and all losses, liabilities, damages, claims, actions, proceedings, penalties, fines, taxes, costs and expenses (including reasonable legal fees) arising out of or relating to:

- breach of this Agreement;
- shipment of prohibited or illegal goods;
- counterfeit products;
- intellectual property infringement;
- consumer complaints relating to the Merchant's products;
- product liability;
- tax violations;
- inaccurate declarations;

- fraud;
- negligence;
- violation of applicable laws.

This indemnity shall survive termination of this Agreement.

CHAPTER 15

LIMITATION OF LIABILITY

51. Nature of Platform

Fleetraship operates exclusively as a technology-enabled logistics aggregation platform.

Fleetraship is not the manufacturer, seller, consignor, consignee, carrier, transporter, warehouse operator or insurer of the Merchant's products unless expressly agreed in writing.

52. Liability Cap

To the maximum extent permitted by applicable law, Fleetraship's aggregate liability arising from any individual Shipment shall not exceed the lower of:

- (a) the declared Shipment value; or
- (b) INR 2,000 (Rupees Two Thousand Only).

This limitation applies irrespective of the number or nature of claims arising from the same Shipment.

53. Excluded Damages

Fleetraship shall not be liable for:

- indirect damages;
- incidental damages;
- consequential damages;
- special damages;
- punitive damages;
- loss of profit;
- loss of revenue;
- loss of business opportunity;
- marketplace penalties;
- seller rating reduction;
- reputational loss;
- anticipated savings;
- customer compensation voluntarily paid by the Merchant.

Nothing in this Agreement excludes liability that cannot lawfully be excluded under applicable law.

54. Courier Partner Liability

Where Fleetraship receives compensation from a Courier Partner in respect of a Shipment, Fleetraship shall pass on such compensation to the Merchant after deducting any lawful dues recoverable under this Agreement.

Fleetraship shall not be required to compensate the Merchant beyond the amount actually recoverable from the Courier Partner or insurer, subject always to Clause 52.

CHAPTER 16

CONFIDENTIALITY

55. Confidential Information

The Merchant acknowledges that Fleetraship possesses valuable Confidential Information, including:

- Software;
- APIs;
- Source Code;
- Pricing Models;
- Merchant Database;
- Courier Agreements;
- Business Strategies;
- Technical Documentation;
- Dashboards;
- Internal Standard Operating Procedures;
- Commercial Terms not publicly disclosed.
- The Merchant shall not, without prior written consent of Fleetraship:
 - copy;
 - reproduce;
 - publish;
 - disclose;
 - reverse engineer;
 - commercially exploit;
 - license;
 - transfer;
 - distribute;

any Confidential Information except as strictly necessary for authorised use of the Platform.

56. Confidentiality Obligations

The Merchant shall implement reasonable administrative, technical and organisational measures to protect Confidential Information from unauthorised disclosure.

Confidential Information shall not include information that:

is publicly available without breach of this Agreement;

was lawfully known to the Merchant before disclosure;

is independently developed without reference to Fleetraship's Confidential Information;

is required to be disclosed by law or court order, provided reasonable prior notice is given where legally permissible.

57. Survival

The obligations contained in this Chapter shall survive termination of this Agreement for a period of five (5) years, or for so long as the Confidential Information retains its confidential character, whichever is longer to the extent permitted by law.

CHAPTER 17

INTELLECTUAL PROPERTY

58. Ownership

Fleetraship exclusively owns all intellectual property rights relating to the Platform, including:

- Website;
- Merchant Dashboard;
- APIs;
- Software;
- Source Code;
- Mobile Applications;
- Databases;
- Logos;
- Trade Names;
- Trademarks;
- Designs;
- Algorithms;
- Reports;
- Documentation.
- Nothing contained in this Agreement transfers ownership of such intellectual property to the Merchant.

59. Limited Licence

Subject to compliance with this Agreement, Fleetraship grants the Merchant a limited, non-exclusive, non-transferable and revocable licence to access and use the Platform solely for legitimate business purposes.

The Merchant shall not:

- modify;
- decompile;
- reverse engineer;
- create derivative works;
- sublicense;
- distribute;
- commercially exploit;

any component of the Platform without Fleetraship's prior written consent.

CHAPTER 18

DATA PRIVACY, INFORMATION SECURITY & TECHNOLOGY USE

60. Collection of Information

Fleetraship may collect, process, store and use Merchant information solely for legitimate business purposes, including but not limited to:

- Merchant Registration;
- KYC Verification;

- Shipment Processing;
- Courier Allocation;
- COD Reconciliation;
- Payment Processing;
- Customer Support;
- Fraud Prevention;
- Compliance with applicable laws;
- Product Development;
- Platform Improvement.
- Information collected may include:
- Business Information;
- Contact Details;
- Bank Account Details;
- GST Information;
- PAN Information;
- Shipment Data;
- Device Information;
- IP Address;
- API Logs;
- Usage Analytics.

Fleetraship shall process such information in accordance with its Privacy Policy and applicable data protection laws.

61. Disclosure of Information

Fleetraship may disclose Merchant information only where reasonably necessary to:

- Courier Partners;
- Banking Institutions;
- Payment Service Providers;
- Government Authorities;
- Courts;
- Regulatory Authorities;
- Auditors;
- Technology Vendors;
- Legal Advisors;
- Insurance Companies.

Fleetraship shall not sell Merchant data to unrelated third parties for independent marketing purposes without the Merchant's consent, except where permitted by law.

62. Data Retention

Fleetraship may retain Merchant information for such period as:

- required under applicable law;
- necessary for taxation;
- fraud prevention;
- dispute resolution;

- accounting;
- audit;
- regulatory compliance.

Deletion of a Merchant Account shall not require deletion of records that Fleetraship is legally entitled or obligated to retain.

CHAPTER 19

CYBER SECURITY

63. Security Obligations

The Merchant shall use the Platform responsibly and shall not knowingly introduce any virus, malware, ransomware, spyware or other malicious code into Fleetraship's systems.

The Merchant shall maintain appropriate internal security measures to safeguard login credentials and access to the Platform.

64. Prohibited Technology Activities

The Merchant shall not:

- reverse engineer the Platform;
- bypass authentication mechanisms;
- scrape data without authorization;
- overload Fleetraship servers;
- perform penetration testing without written approval;
- interfere with APIs;
- manipulate shipment data;
- create automated bots for unauthorized purposes;
- exploit vulnerabilities.

Any such activity may result in immediate suspension or termination of Services.

65. Security Incident Reporting

Where the Merchant becomes aware of:

- unauthorized access;
- credential compromise;
- data breach;
- API compromise;
- cyber attack;

the Merchant shall notify Fleetraship without undue delay and cooperate in mitigating the incident.

CHAPTER 20

API SERVICES

66. API Access

Fleetraship may provide APIs to facilitate integration between the Merchant's systems and the Platform.

API access remains subject to Fleetraship's approval and may be modified, suspended or withdrawn at any time.

67. API Credentials

The Merchant shall:

- maintain confidentiality of API credentials;
- restrict access to authorized personnel;
- immediately notify Fleetraship if API credentials are compromised.

The Merchant shall remain responsible for every API request made using its credentials.

68. API Rate Limits

Fleetraship may impose reasonable limits on:

- API Requests;
- Concurrent Connections;
- Webhooks;
- IP Addresses;
- Data Transfer.

Fleetraship may temporarily restrict API access where excessive usage adversely affects Platform stability.

CHAPTER 21

ACCOUNT SUSPENSION

69. Suspension Rights

Fleetraship may immediately suspend the Merchant Account where it reasonably believes that:

this Agreement has been breached;

- fraud is suspected;
- fake shipments have been created;
- prohibited goods have been booked;
- Security Deposit requirements have not been maintained;
- outstanding dues remain unpaid;
- regulatory authorities require suspension;
- continued Platform access presents operational, financial or legal risk.

Fleetraship shall endeavour to notify the Merchant of the reasons for suspension unless prohibited by law or where immediate suspension is reasonably necessary to protect the Platform or third parties.

70. Consequences of Suspension

During suspension Fleetraship may:

- stop shipment booking;
- suspend COD settlements;
- suspend Wallet usage;
- suspend API access;

- restrict Dashboard access;
- retain Security Deposit pending reconciliation.

Suspension shall not affect Fleetraship's right to recover outstanding amounts.

CHAPTER 22

TERMINATION

71. Termination by Merchant

The Merchant may terminate this Agreement by submitting an account closure request through Fleetraship's prescribed process.

Termination shall become effective only after:

- completion of active Shipments;
- COD reconciliation;
- Final Settlement;
- payment of outstanding dues.

72. Termination by Fleetraship

Fleetraship may terminate this Agreement immediately where:

- fraud has been established;
- repeated policy violations occur;
- prohibited Shipments are booked;
- Security Deposit is not replenished;
- the Merchant becomes insolvent;
- the Merchant ceases business operations;

continued Services would expose Fleetraship to unacceptable legal or commercial risk.

73. Effect of Termination

Termination shall not affect:

- accrued payment obligations;
- Final Settlement;
- pending claims;
- indemnity obligations;
- confidentiality obligations;
- intellectual property rights;
- dispute resolution provisions;
- limitation of liability.

Fleetraship shall complete Final Settlement in accordance with Clause 36.

CHAPTER 23

FORCE MAJEURE

74. Force Majeure

Neither Party shall be liable for delay or failure arising from events beyond its reasonable control including:

natural disasters;

- fire;
- flood;
- earthquake;
- epidemic;
- pandemic;
- war;
- riots;
- terrorism;
- governmental restrictions;
- internet outages;
- power failures;
- banking disruptions;
- nationwide transport interruptions;
- labour strikes;
- cyber attacks.

The affected Party shall use commercially reasonable efforts to resume performance as soon as practicable.

CHAPTER 24

DISPUTE RESOLUTION

75. Good Faith Negotiation

The Parties shall first attempt to resolve disputes through good faith negotiations.

Either Party may issue written notice describing the dispute.

76. Arbitration

Where the dispute remains unresolved for thirty (30) days, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.

The arbitration shall:

be conducted by a sole arbitrator mutually appointed by the Parties;

be conducted in the English and Hindi language;

have its seat and venue at **Jaipur, Rajasthan.**

The arbitral award shall be final and binding.

77. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of India.

Subject to the arbitration provisions, courts located at Jaipur, Rajasthan shall have exclusive jurisdiction over matters arising under this Agreement.

CHAPTER 25

GENERAL PROVISIONS

78. Entire Agreement

This Agreement, together with Fleetraship's Privacy Policy, Shipping Policy, Refund & Cancellation Policy, Claims Policy, COD Policy, Weight Discrepancy Policy, Rate Card and any schedules incorporated by reference, constitutes the entire agreement between the Parties and supersedes all prior understandings relating to its subject matter.

79. Amendments

Fleetraship may amend this Agreement from time to time.

Material amendments shall ordinarily be communicated through the Merchant Dashboard, email or other electronic communication.

Continued use of the Platform following the effective date of the amendment shall constitute acceptance of the revised Agreement.

80. Assignment

The Merchant shall not assign or transfer its rights or obligations under this Agreement without Fleetraship's prior written consent.

Fleetraship may assign this Agreement to any affiliate, successor or purchaser of its business.

81. Waiver

Failure by Fleetraship to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any other provision.

No waiver shall be effective unless made in writing by an authorized representative of Fleetraship.

82. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

The invalid provision shall, to the extent possible, be replaced by a valid provision reflecting the original commercial intent.

83. Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating:

- a partnership;
- a joint venture;
- an agency;
- an employment relationship;
- a franchise.

The Merchant shall operate as an independent business entity.

84. Survival

The provisions relating to:

- Confidentiality;

- Intellectual Property;
- Payment Obligations;
- Final Settlement;
- Security Deposit;
- Claims;
- Limitation of Liability;
- Indemnity;
- Dispute Resolution;
- Governing Law;

shall survive termination of this Agreement.

SCHEDULE A

COD Settlement Policy

- COD settlements shall ordinarily be processed every Tuesday.
- Fleetraship may hold COD for reconciliation, fraud prevention or lawful recoveries.
- Undisputed COD shall be released after reconciliation.
- COD may be adjusted against outstanding dues.

SCHEDULE B

Security Deposit Policy

- Mandatory Security Deposit: INR 10,000.
- Refund after Final Settlement.
- Settlement period: 45 calendar days.
- Deposit may be adjusted against lawful dues.

SCHEDULE C

Weight Discrepancy Policy

- Courier Partner's chargeable weight shall prevail unless successfully disputed.
- Dispute period: 15 calendar days.
- Automatic recovery after expiry of the dispute period.

SCHEDULE D

Claims Policy

Claims shall be processed subject to:

- documentary evidence;
- courier investigation;
- applicable insurance;
- limitation of liability under this Agreement.

SCHEDULE E

Prohibited Goods

The Merchant shall not ship goods prohibited under Indian law or the applicable Courier Partner's operational policy.

Fleetraship reserves the right to amend this Schedule periodically.

Digital Acceptance of Agreement

By clicking "**I Agree**," "**Accept**," "**Continue**," or by accessing or using the services covered under this Agreement, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms and Conditions. Such electronic acceptance shall constitute a valid and legally binding digital signature and shall have the same force and effect as a physical handwritten signature. No physical signature or hard copy of this Agreement shall be required for its validity or enforceability.

END OF MERCHANT AGREEMENT