

MERCHANT AGREEMENT

MULTITRANSITEDGE (MTE)

PLATFORM AND LOGISTICS MANAGEMENT SOLUTION

This Merchant Agreement (“**Agreement**”) is between you (company/individual/firm/partnership/body corporate), together with any company or other business entity you are representing, if any (hereinafter collectively referred to as “**Merchant**” or “**you**” or “**User**”); and **MergeScope Solutions Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office in **Flat 604, 6th Floor, Zeneeth Tower CHS, LBS Road, Mulund West, Mumbai – 400080, India**, offering ‘logistics and technology-enabled services’ under the brand name “**MultiTransitEdge (MTE)**” (hereinafter referred to as “**MTE**” or “**we**” or “**Company**”), and together with the User referred jointly as the “**Parties**” and individually as a “**Party**”).

BACKGROUND

This Agreement comes into effect when you register to use the Services (*as defined below*), or click on “**Continue**” or similar acceptance mechanism, and accept the terms and conditions provided herein.

By registering or accepting this Agreement, you signify your absolute, irrevocable and unconditional consent to all the provisions of this Agreement in its entirety. This Agreement constitutes a legally binding agreement between you and **MergeScope Solutions Private Limited (MultiTransitEdge)**.

This Agreement defines the terms and conditions under which you are allowed to use the **MultiTransitEdge** platform, including its website (“**Website**”), mobile application (“**Mobile App**”), **APIs, dashboards, and associated services**, and how **MTE** will treat your account while you are a registered user. If you have any questions about these terms, you may contact us at info@multitransitedge.com.

You are advised to read this Agreement carefully. You expressly represent and warrant that you will not avail the Services if you do not understand, agree to become a party to, and abide by all of the terms and conditions specified herein. Any violation of this Agreement may result in legal liability upon you.

The Website, Mobile App, and the online/offline services of **MTE** or its affiliates provides access to a platform that facilitates logistics aggregation, shipment processing, tracking, order fulfilment support, and related services across India and International markets as enabled from time to time (“**Service(s)**”).

The Services include, but are not limited to:

- B2C and B2B shipping aggregation
- Courier partner integrations (such as Delhivery, BlueDart, DTDC, Xpressbees, and others)
- COD (Cash on Delivery) handling and remittance management
- Shipment tracking and notifications
- NDR (Non-Delivery Report) management and automation tools (including WhatsApp-based communication systems such as ReDeliverX)
- Branded tracking pages and customer communication tools
- Technology dashboards and APIs for logistics management

This Agreement, among other things, provides the terms and conditions for use of the Services, primarily through a web-based logistics management software hosted and managed remotely by **MTE**.

This Agreement is an electronic record in terms of the Information Technology Act, 2000 and is generated by a computer system and does not require any physical or digital signatures. This Agreement is published in accordance with applicable laws, including the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, as amended.

MTE reserves the right to modify the terms of this Agreement at any time without prior notice. Your continued use of the Services following any such modification constitutes your agreement to be bound by the updated terms.

Any additional terms and conditions, standard operating procedures (**SOPs**), service-level agreements (**SLAs**), policies, guidelines, or disclaimers applicable to specific services or features shall be deemed to form an integral part of this Agreement. Any breach of such additional terms shall be treated as a breach of this Agreement.

Your access to and use of the Services shall be solely at the discretion of **MTE**. **MTE** reserves the right to suspend, restrict, or terminate access to the Services at any time in case of non-compliance, misuse, risk exposure, or operational reasons.

1. USER ACCOUNT USAGE

1.1 This Agreement is a master agreement governing the relationship between the Parties in relation to one or more business (B2B) and/or business-to-consumer (B2C) logistics and technology services offered by **MergeScope Solutions Private Limited (MultiTransitEdge – MTE)** to the User. Such services shall be subject to additional terms and conditions, including but not limited to service specifications, SOPs, and SLAs as may be defined by **MTE** from time to time. **MTE** hereby authorizes the User to access and use the Website, Mobile App, dashboards, APIs, and associated systems solely for the purposes of shipment creation, order processing, tracking, delivery management, communication, and related logistics activities in accordance with this Agreement. All content available on the platform including but not limited to text, graphics, images, logos, software, interface design, workflows, and data structures (collectively, “**MTE Content**”) is the exclusive property of **MTE** and is protected under applicable intellectual property laws. The User shall not copy, reproduce, modify, distribute, display, or otherwise use any **MTE Content** without prior written consent from **MTE**.

1.2 The User shall not transfer, assign, sublicense, share, or otherwise permit any third party to use their account, login credentials, or access rights without prior written approval from **MTE**. The User shall remain solely responsible for all actions performed through their account, including those by authorized personnel. Any violation of this Agreement by such persons shall be deemed a violation by the User.

1.3 Multiple users are not permitted to share a single login unless explicitly permitted by **MTE**. The User is responsible for maintaining the confidentiality and security of all login credentials, including usernames and passwords.

1.4 The User agrees that all information provided to **MTE**, including but not limited to business details, contact information, KYC documents, and bank details, shall be true, accurate, complete, and up to date. **MTE** reserves the right to request verification documents at any time. The User must ensure that any phone number or contact information used for registration is owned or authorized by them.

1.5 The User agrees not to use the Services for any unlawful, fraudulent, misleading, or unauthorized purpose. The User shall not impersonate any individual, entity, or business while using the Services.

1.6 The User agrees to use the Services strictly in compliance with: (a) the terms of this Agreement; and (b) all applicable laws, regulations, and industry practices, including but not limited to laws governing shipping, taxation, export/import, data protection, and consumer protection.

1.7 The User agrees not to access or attempt to access the Services through any means other than the official interfaces, APIs, or integrations provided or approved by **MTE**, unless expressly authorized through a separate agreement with **MTE**.

1.8 The User shall not engage in any activity that disrupts, damages, overloads, or interferes with the functioning of the Services, including servers, systems, APIs, or networks connected to **MTE**.

1.9 The User acknowledges that they are solely responsible for any breach of their obligations under this Agreement and for any consequences arising therefrom, including losses, damages, claims, or liabilities suffered by **MTE** or any third party.

1.10 The User expressly acknowledges and agrees that the use of the Services is at their sole risk. The Services are provided on an “as is” and “as available” basis. **MTE** reserves the right, at its discretion, to modify, update, enhance, or customize any part of the Services without prior notice.

1.11 You agree that this Agreement and the Services provided by **MultiTransitEdge (MTE)** are subject to modification, suspension, or discontinuation, in whole or in part, in response to changes in applicable laws, government regulations, policies, or industry requirements. **MTE** reserves the right to update or remove any part of the Services or this Agreement to remain compliant with such changes, without prior notice.

2. FEES AND PAYMENT

2.1 Subject to the provisions of this Agreement, the User agrees to pay **MergeScope Solutions Private Limited (MultiTransitEdge – MTE)** all applicable fees, charges, and amounts for the Services, as communicated through the platform, commercial agreements, rate cards, or mutually agreed terms between the Parties.

2.2 **MTE** reserves the right, at its sole discretion, to introduce new services with additional fees or revise the fees and charges of existing services at any time. The applicable fees shall be those communicated prior to availing the service, as updated from time to time. Continued use of the Services shall be deemed acceptance of such revised pricing.

2.3 In case of subscription-based or recurring services (including but not limited to technology tools, dashboards, WhatsApp automation services such as ReDeliverX, or other SaaS offerings), the User authorizes **MTE** to charge applicable fees at the beginning of each billing cycle or at defined intervals. The User further agrees that **MTE** may modify such subscription fees and the User shall be bound by the updated pricing.

2.4 The User agrees that all billing and payment credentials provided to **MTE** shall be accurate, valid, and lawfully owned or authorized by the User. The User shall not use any unauthorized or fraudulent payment method.

2.5 The User agrees to pay all applicable charges including but not limited to:

- Freight charges
- COD handling fees
- Platform/service fees
- Technology subscription fees
- Value-added services (e.g., branded tracking, NDR automation, communication services)

The User shall not directly or indirectly attempt to bypass, manipulate, or circumvent the fee structure established by **MTE**.

2.6 The User shall be solely responsible for all applicable taxes, statutory dues, regulatory compliances, registrations, and filings under applicable laws. **MTE** shall not be responsible or liable for any such obligations of the User.

2.7 Unless otherwise stated, all fees and charges are exclusive of applicable taxes, including but not limited to Goods and Services Tax (GST), which shall be charged additionally as per prevailing laws.

2.8 Payments shall be deemed complete only upon receipt of full and cleared funds in **MTE's** designated bank account or wallet system. **MTE** reserves the right to suspend or restrict Services in case of non-payment, delayed payment, or insufficient balance.

2.9 **MTE** may raise invoices for Services, including freight charges and other applicable fees, on a periodic basis (including but not limited to mid-month and end-of-month billing cycles). Such invoices shall be made available on the User's dashboard or shared via registered communication channels. The User agrees to review and reconcile invoices within the stipulated timeline, failing which the invoice shall be deemed accepted.

2.10 The User shall clear all invoices within **7 (seven) days** from the date of invoice, unless otherwise agreed in writing. Specific payment terms for prepaid wallet accounts or credit-based usage shall be governed by applicable service specifications, rate cards, or annexures issued by **MTE** from time to time.

2.11 In the event the User fails to make full payment within the stipulated timeline or defaults on any payable amount under this Agreement, **MultiTransitEdge (MTE)** shall have the right, without prior notice, to: (i) retain and adjust any amounts collected from the User's customers through Cash on Delivery ("**COD Amount**") towards outstanding dues; and/or (ii) suspend or restrict Services, including shipment creation, processing, or dispatch; and/or (iii) retain custody of shipments belonging to the User that are in possession of **MTE** or its logistics partners, and if unresolved within **30 (thirty) days**, dispose of such shipments in accordance with applicable laws; and/or (iv) levy interest at the rate of **18% per annum** (or such other rate as permitted by law) on the outstanding amount from the due date until full payment is received; and/or (v) adjust or forfeit any security deposit, advance, or wallet balance maintained by the User with **MTE**. Without prejudice to the above, the User expressly agrees that **freight charges (including forward and RTO charges)** shall become payable immediately upon shipment pickup or initiation of RTO by the courier partner. **MTE** shall have the right to recover such charges through any available mechanism, including adjustment against COD amounts, wallet balance, or other receivables.

2.12 Upon closure of the User's account or termination/expiry of this Agreement for any reason: (i) **MTE** shall adjust all outstanding dues (including freight charges, service fees, penalties, or any other payable amounts) against the COD Amount and/or wallet balance; (ii) The remaining COD Amount, if any, shall be remitted to the User within **10 (ten) days**, subject to reconciliation, settlement of all shipments (including RTOs, weight discrepancies, or pending disputes), and clearance of liabilities; (iii) If the COD Amount and wallet balance are insufficient to cover outstanding dues, the User shall pay the balance amount within **5 (five) days** of notice; (iv) Until full settlement, **MTE** reserves the right to retain custody of shipments and may dispose of them after **30 (thirty) days** in accordance with applicable laws; (v) **MTE** shall also have the right to levy interest at **18% per annum** on any unpaid dues and/or adjust/forfeit any security deposit held.

2.13 For any claims raised by the User regarding shipment non-connectivity (i.e., claims that a shipment was picked up but not reflected in the system), the User must submit a **signed pickup manifest or proof of handover** within **3 (three) days** from the pickup date. Any claims raised without valid proof shall not be considered.

2.14 For shipments booked under **Cash on Delivery (“COD”)**: (i) **MTE** or its logistics partners shall deliver the shipment and collect payment from the end customer as per the shipping details; (ii) The User appoints **MTE** as its **limited agent solely for the purpose of COD collection and settlement**; (iii) **MTE** shall receive and process COD amounts from logistics partners and remit the same to the User after deducting applicable charges, including but not limited to freight charges, RTO charges, service fees, penalties, weight discrepancies, and any outstanding dues; (iv) **MTE** shall not have ownership or title over the goods being shipped and acts only as a service facilitator and collection agent; (v) The User expressly agrees that **COD remittances are subject to reconciliation cycles, courier partner settlements, and risk adjustments**, and **MTE** shall have the right to **hold, adjust, or delay COD remittances** in cases including but not limited to: Negative wallet balance, Weight disputes or discrepancies, Pending RTO liabilities, Fraud suspicion or risk exposure and Any unpaid invoices or dues.

2.15 **MTE** may, at its sole discretion, extend a **credit facility or credit limit** to the User for availing Services. Such credit shall be subject to internal risk assessment, defined usage limits, and repayment timelines. **MTE** reserves the right to modify, suspend, or withdraw such credit facility at any time without prior notice.

2.16 **MTE** reserves the right to modify the fee structure at any time by providing notice to the User through the dashboard, email, or any registered communication channel. Such communication shall be deemed valid and binding. If the User does not raise any objection within a reasonable time, continued use of the Services shall be considered acceptance of the revised fee structure.

2.17 For processing payments, **MTE** may require the User to provide financial details including but not limited to bank account information, payment gateway credentials, or card details. The User shall be responsible for ensuring the accuracy and confidentiality of such information. **MTE** shall not be liable for any loss arising due to negligence or unauthorized disclosure by the User.

3. LIABILITY

3.1 **MTE** shall not be liable to the User for any losses, damages, expenses, or claims arising out of any action taken with the User’s consent or based on instructions provided by the User.

3.2 **MTE** provides a technology-enabled logistics aggregation platform and does not independently operate courier services. **MTE** makes no representations or warranties, express or implied, regarding the Services, including but not limited to delivery timelines, success rates, or service performance. **MTE** does not verify or guarantee the accuracy of information provided by Users or third-party logistics partners and disclaims all liability arising from reliance on such information.

3.3 Notwithstanding anything contained herein, in no event shall **MergeScope Solutions Private Limited (MultiTransitEdge – MTE)**, its directors, officers, employees, affiliates, agents, or service providers (collectively, the “Protected Entities”) be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of business, loss of profits, loss of data, or loss of goodwill, arising out of or in connection with the use or inability to use the Services. The total aggregate liability of **MTE** under this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount paid by the User to **MTE** for the specific Service giving rise to the claim, subject to applicable caps defined in service specifications or annexures.

3.4 **MTE** shall not be liable for any failure, delay, or deficiency in Services arising due to: Actions or omissions of the User, Incorrect or incomplete shipment details, Packaging issues, Regulatory restrictions or compliance failures and Operational failures of third-party logistics partners.

3.5 MTE shall not be liable for any act, omission, delay, or failure of third-party service providers, including courier partners, payment gateways, or technology vendors. **MTE** acts solely as an intermediary platform and shall not be responsible for: Delivery failures or delays, Shipment damage, pilferage, or loss by courier partners, Unauthorized interception of communications, System failures beyond **MTE's** control and Any issues arising from User's own systems, integrations, or processes

3.6 MTE shall not be responsible for any loss, including loss of COD amounts, arising from events such as forcible snatching, fraud, misrepresentation, or misconduct by the end customer of the User. Such incidents shall be the sole responsibility of the User, who shall be required to take appropriate action, including legal recourse if necessary, and indemnify **MTE** and/or its logistics partners against any resulting claims or losses.

3.7 The User agrees to promptly resolve any disputes, complaints, or queries raised by end customers within **24 hours** of such dispute being raised. Failure to resolve such disputes within the stipulated time shall entitle **MultiTransitEdge (MTE)** to **hold, delay, or suspend COD remittances** related to the User until the dispute is satisfactorily resolved. **MTE** shall not be liable for any consequences arising from such withholding of COD amounts.

4. GENERAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that:

(a) it has full legal capacity, authority, and rights to enter into and perform its obligations under this Agreement; and

(b) the execution, delivery, and performance of this Agreement does not and shall not: violate any applicable law or regulation; breach any agreement, contract, or obligation binding upon such Party; and conflict with any court order, judgment, or decree applicable to such Party.

5. INDEMNITY

5.1 The User ("**Indemnifying Party**") agrees to indemnify, defend, and hold harmless **MergeScope Solutions Private Limited (MultiTransitEdge – MTE)**, its affiliates, directors, officers, employees, agents, contractors, service providers, and partners (collectively, the "**Indemnified Parties**") from and against any and all claims, losses, damages, liabilities, penalties, costs, and expenses (including legal fees) arising out of or in connection with: (a) the User's use or misuse of the Services; (b) breach of this Agreement or any applicable policies by the User or its representatives; (c) violation of any applicable law, regulation, or statutory requirement by the User; (d) any wrongful act, negligence, fraud, misrepresentation, or omission by the User; (e) any third-party claims arising due to the User's business operations, shipments, products, or services; (f) any duties, taxes, GST, customs charges, octroi, penalties, or regulatory levies applicable to shipments; (g) issues arising from shipment contents, including prohibited items, mis-declared goods, undervaluation, or compliance violations; (h) any claims from end customers related to product quality, delay, non-delivery, or refund disputes.

5.2 MTE shall promptly notify the User of any such claim or demand. The User agrees to provide full cooperation and assistance, at its own cost, in defending or resolving such claims. **MTE** shall have the right to take necessary legal or operational actions to protect its interests.

6. COMPLIANCE WITH LAWS

Each Party shall, at its own cost and responsibility: (a) comply with all applicable laws, regulations, and statutory requirements, including but not limited to central, state, and international laws relevant to logistics, taxation, exports/imports, and e-commerce; (b) pay all applicable taxes, duties, levies, and charges; (c) obtain and maintain all necessary licenses, registrations, permits, and approvals required for carrying out its obligations under this Agreement. The User specifically agrees to ensure compliance with all laws relating to shipment contents, including restrictions on prohibited, hazardous, or regulated goods.

7. USE OF CONFIDENTIAL INFORMATION

7.1 Each Party may receive access to confidential, proprietary, or sensitive information (“**Confidential Information**”) of the other Party for the purpose of fulfilling obligations under this Agreement. The Party receiving such information shall be referred to as the “**Receiving Party**”, and the Party disclosing such information shall be referred to as the “**Disclosing Party**”. The Receiving Party shall: maintain strict confidentiality of such information; use it solely for the purpose of this Agreement; not disclose it to any third party without prior written consent, except as required by law or for operational purposes on a need-to-know basis.

7.2 The Receiving Party acknowledges that all Confidential Information is provided on a strictly confidential basis and shall remain the exclusive property of the Disclosing Party. All intellectual property rights contained within such Confidential Information shall remain vested solely with the Disclosing Party. Nothing in this Agreement shall be construed as granting, transferring, or implying any license, ownership, or rights in such Confidential Information to the Receiving Party.

7.3 The Receiving Party shall:

(a) use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall not, directly or indirectly, use, exploit, disclose, or share such information for any other purpose, including in a manner that benefits any competitor of the Disclosing Party;

(b) exercise reasonable care to protect the Confidential Information, which shall be no less than the degree of care used to protect its own confidential information, and ensure that all its employees, directors, agents, advisors, contractors, and affiliates adhere to similar confidentiality obligations;

(c) disclose Confidential Information only to those personnel or representatives who strictly require such information for performance under this Agreement and who are bound by confidentiality obligations equal to or stricter than those contained herein;

(d) not copy, reproduce, store, or duplicate any Confidential Information without prior written consent of the Disclosing Party, except for internal use strictly required under this Agreement;

(e) upon termination or expiry of this Agreement, promptly return or, at the option of the Disclosing Party, securely destroy all Confidential Information (including copies, summaries, and reproductions) and confirm such return or destruction in writing.

7.4 Notwithstanding the above, the obligations of confidentiality shall not apply to information that: is already in the public domain without breach of this Agreement; is lawfully obtained from a third party without restriction; is independently developed without use of Confidential Information; is required to be disclosed under applicable law, regulation, or court order (subject to prior notice to the Disclosing Party, where permissible). Further, nothing herein restricts either Party from using or disclosing information that is rightfully owned by it without any confidentiality obligation.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The User acknowledges that all intellectual property rights, including but not limited to software, platform architecture, APIs, dashboards, workflows, automation systems (including but not limited to tools such as ReDeliverX, NotifyEdge, CODSure), designs, logos, trademarks, service marks, and all related materials developed, owned, or licensed by **MergeScope Solutions Private Limited (MultiTransitEdge – MTE)** shall remain the exclusive property of **MTE**. The User shall not copy, reverse engineer, modify, distribute, sublicense, or create derivative works from any part of **MTE's** intellectual property without prior written consent.

8.2 The User agrees that any data, insights, reports, analytics, workflows, system improvements, or materials generated through the use of **MTE's** platform, including those created during the course of availing the Services, may be used by **MTE** for operational, analytical, and service improvement purposes. However, the ownership of the User's proprietary business data (such as order details, customer data, and product information) shall remain with the User, subject to **MTE's** right to use such data strictly for providing, improving, and operating the Services.

8.3 All intellectual property developed, owned, or licensed independently by either Party prior to or outside the scope of this Agreement shall continue to remain the sole property of the respective Party.

8.4 The Parties acknowledge that any third-party intellectual property (including courier partner systems, APIs, trademarks, and software) shall remain the exclusive property of their respective owners and shall be used only in accordance with applicable licenses and permissions.

9. NON-SOLICITATION

The User agrees and undertakes that during the term of this Agreement and for a period of **36 (thirty-six) months** thereafter, it shall not directly or indirectly: (a) solicit, approach, or engage any client, customer, vendor, supplier, logistics partner, or business partner of **MultiTransitEdge (MTE)**; (b) attempt to bypass **MTE** to directly transact with any logistics partner introduced through the platform; (c) induce or attempt to induce any partner or vendor associated with **MTE** to reduce or terminate their business relationship with **MTE**. Any violation of this clause shall be considered a material breach of this Agreement and may result in legal action and/or damages.

10. TERM AND TERMINATION

10.1 This Agreement shall come into effect from the date the User first avails any Services provided by **MultiTransitEdge (MTE)** and shall remain valid for as long as the User continues to use the Services, unless terminated in accordance with this Agreement.

10.2 The User may request termination of this Agreement by providing **30 (thirty) days' prior written notice** to **MTE**. During this notice period: **MTE** shall review and reconcile all ongoing shipments, transactions, and liabilities; The User shall clear all outstanding dues including freight charges, RTO charges, penalties, and service fees; COD remittances (if any) shall be processed only after complete reconciliation and settlement. **MTE** shall not be liable for any losses arising from termination of Services, including disruption of logistics operations.

10.3 MTE reserves the right to immediately suspend or terminate this Agreement, without prior notice, in the following cases:

- (a) breach of any terms of this Agreement by the User;
- (b) non-payment, delayed payment, or negative wallet balance;
- (c) suspected fraud, misuse of Services, fake orders, or high-risk transactions;
- (d) violation of applicable laws or shipment of prohibited/restricted goods;
- (e) actions by the User that may expose MTE to legal, financial, or reputational risk;
- (f) operational, regulatory, or business reasons, at MTE's sole discretion.

10.4 Upon suspension or termination, the User shall immediately cease using the Services. The User shall not create a new account or attempt to access the Services through alternate means without prior written consent from MTE. MTE reserves the right to block, restrict, or blacklist Users attempting to bypass such restrictions.

11. MISUSE OF THE SERVICES

MultiTransitEdge (MTE) reserves the right to restrict, suspend, or terminate the account of any User found to be misusing the Services. Misuse shall include, but not be limited to:

- creation of multiple, fake, or fraudulent accounts;
- booking fake shipments, RTO manipulation, or COD abuse;
- violation of any terms of this Agreement;
- infringement of intellectual property rights;
- shipment of prohibited, illegal, or mis-declared goods;
- activities that negatively impact operations, logistics partners, or customer experience;
- attempts to bypass MTE systems, pricing, or logistics network;

MTE may, at its sole discretion, take immediate action including suspension or termination without prior notice. MTE follows a strict policy against repeat violations. Any User found to be a repeat offender, even after warnings, may have their account permanently terminated. Additionally, MTE reserves the right to restrict or terminate any User account based on inputs, complaints, or instructions received from logistics partners, payment providers, or regulatory authorities.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by and construed in accordance with the laws of India. Subject to arbitration provisions below, the courts at **Mumbai, Maharashtra** shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

12.2 Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved through **arbitration** in accordance with the Arbitration and Conciliation Act, 1996.

- The arbitration shall be conducted in **Mumbai, Maharashtra**;
- The proceedings shall be conducted in the **English language**;
- The dispute shall be adjudicated by a **sole arbitrator appointed by MTE**;

The arbitral award shall be final and binding on both Parties. Nothing in this clause shall restrict either Party from seeking interim, injunctive, or equitable relief from a court of competent jurisdiction.

13. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be severed without affecting the validity of the remaining provisions. The Parties agree to replace such invalid provision with a valid provision that closely reflects the original intent and commercial purpose of the Agreement.

14. FORCE MAJEURE

14.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control (“Force Majeure Event”), including but not limited to:

- natural disasters (floods, earthquakes, pandemics, etc.)
- war, riots, civil unrest
- government actions or regulatory restrictions
- strikes, labor disputes
- system failures, network outages, or infrastructure disruptions

The affected Party shall promptly notify the other Party of the occurrence and expected duration of such event.

14.2 If a Force Majeure Event continues for more than **30 (thirty) days**, the affected Party (“**Aggrieved Party**”) may request modification of obligations or temporary suspension of affected Services. If such event continues for more than **60 (sixty) days**, either Party shall have the right to terminate this Agreement by providing written notice to the other Party.

15. ENTIRE AGREEMENT, ASSIGNMENT AND SURVIVAL

15.1 This Agreement, along with its annexures, policies, SOPs, SLAs, and any other documents referenced herein, constitutes the **entire agreement** between the Parties with respect to the subject matter and supersedes all prior discussions, communications, understandings, or agreements (whether written or oral). **MTE** reserves the right to define specific service-level terms, SOPs, or annexures, which shall prevail over general terms of this Agreement in case of any conflict.

15.2 The User shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without prior written consent from **MultiTransitEdge (MTE)**. **MTE** may assign or transfer its rights and obligations under this Agreement to its affiliates, partners, or successors without prior notice.

15.3 Any provisions of this Agreement which by their nature are intended to survive termination, including but not limited to **payment obligations, indemnity, limitation of liability, confidentiality, intellectual property, dispute resolution, and non-solicitation**, shall survive termination or expiration of this Agreement.

16. NO PARTNERSHIP OR AGENCY

Nothing contained in this Agreement shall be deemed to create any partnership, joint venture, or employment relationship between the Parties. Except as expressly stated (such as limited agency for COD collection), neither Party shall have the authority to act on behalf of, bind, or represent the other Party in any manner whatsoever.

17. WAIVERS AND REMEDIES

No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of such right. Any waiver shall be effective only if made in writing. The rights and remedies available under this Agreement are cumulative and in addition to any rights available under applicable laws of India.

18. SPECIFIC PERFORMANCE

The Parties agree that monetary damages alone may not be an adequate remedy for breach of certain obligations under this Agreement. Accordingly, either Party shall be entitled to seek **specific performance, injunctive relief, or equitable remedies** in addition to any other remedies available under law.

19. INDIRECT AND CONSEQUENTIAL LOSSES

Except as expressly provided in this Agreement, neither Party shall be liable for any:

- indirect or consequential losses;
- loss of profits, revenue, or business opportunities;
- loss of data or goodwill;

arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), or otherwise.

20. CONTACT INFORMATION

20.1 If the User has any questions, issues, or complaints regarding the Services, they may contact **MultiTransitEdge (MTE)** customer support through official communication channels, including email at **info@multitransitedge.com** or any other contact details provided on the platform.

20.2 The User hereby consents to receive communications, notifications, updates, alerts, and other correspondences from **MTE** via email, SMS, WhatsApp, or any other communication mode as deemed appropriate by **MTE**. Such communications shall be considered **valid, binding, and legally recognized** between the Parties.

20.3 Notwithstanding anything to the contrary in this Agreement, the User: (i) confirms that all KYC information and documents (including but not limited to Aadhaar, PAN, GST details, bank account details, business registration documents, and other relevant records) have been voluntarily submitted to **MTE**; (ii) provides consent to **MTE** to verify such information and documents for authenticity and compliance, in accordance with applicable laws; (iii) authorizes **MTE** to share relevant User information and documents, strictly on a need-to-know basis, with: logistics partners and service providers (for shipment processing and operations); insurance providers (for claims processing); regulatory authorities, courts, law enforcement agencies, or other legal bodies in case of disputes, complaints, investigations, or legal proceedings. **MTE** shall take reasonable measures to ensure such data is handled securely and in compliance with applicable data protection laws.

21. DEFINITIONS AND INTERPRETATION

21.1 Definitions: In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned below:

“Confidential Information” means any non-public, proprietary, or sensitive information disclosed by one Party to the other, including but not limited to business plans, financial data, customer information, operational processes, technical data, and trade secrets, whether in written, electronic, or oral form, and designated as confidential or reasonably understood to be confidential. Confidential Information shall not include information which: (i) is required to be disclosed under applicable law or by any judicial or regulatory authority; or (ii) is already in the public domain without breach of this Agreement.

“Force Majeure Event” means any event beyond the reasonable control of a Party, including but not limited to acts of God, natural disasters, war, civil unrest, strikes, lockouts, terrorism, pandemics, governmental actions, or infrastructure failures, which prevents or delays the performance of obligations under this Agreement.

“Intellectual Property” means all forms of intellectual property rights, including but not limited to patents, copyrights, trademarks, service marks, logos, brand names, domain names, designs, software, databases, trade secrets, know-how, and any associated goodwill, whether registered or unregistered, and any applications thereof.

21.2 Interpretation: Unless the context otherwise requires:

(a) headings and formatting (including bold text) are for convenience only and shall not affect the interpretation of this Agreement;

(b) terms defined elsewhere in this Agreement shall have the same meaning throughout, unless expressly stated otherwise;

(c) references to this Agreement shall include any amendments, modifications, or updates made from time to time by **MultiTransitEdge (MTE)**;

(d) the terms “hereof”, “herein”, “hereby”, “hereto”, and similar expressions refer to this Agreement as a whole or to specific provisions, as applicable;

(e) references to any section, clause, paragraph, sub-paragraph, annexure, or schedule shall be construed as references to such provisions within this Agreement;

(f) references to any applicable law, statute, or regulation shall include any amendments, re-enactments, or modifications thereto, and any subordinate legislation issued under such laws;

(g) this Agreement shall not be interpreted against either Party solely on the basis that such Party drafted or prepared this Agreement, and the principle of **contra proferentem** shall not apply;

(h) words in the singular shall include the plural and vice versa, and references to any gender shall include all genders;

(i) the term “including” or “includes” shall be interpreted as **including without limitation**.

ANNEXURE-A
MultiTransitEdge Service Specifications

1. SCOPE OF SERVICES

1.1 MultiTransitEdge (MTE) is the owner and operator of a technology-enabled logistics management platform that provides Users with an automated shipping panel integrated with multiple third-party courier and logistics partners. **MTE** offers logistics aggregation services for both **domestic and international (cross-border) shipments**. The User acknowledges that **MTE** is a **technology and service facilitator**, and the actual pickup, transportation, and delivery of shipments are carried out by third-party logistics partners.

1.2 The User agrees that shipments shall be picked up by **MTE's** logistics partners from the pickup locations provided by the User during account setup or updated from time to time on the platform.

1.3 Shipment tracking numbers (AWB) and logistics partners shall be assigned through an automated system based on multiple parameters including pickup location, delivery pin code, shipment weight, serviceability, and shipment type.

1.4 The User shall ensure that each shipment is properly labelled with a **shipping label generated from the MTE platform**, which must include:

- Order ID / Reference ID
- Consignee (customer) details
- Product description
- Pickup and return address
- Declared value and COD amount (if applicable)

The User shall print and securely affix the shipping label on the package prior to handing over the shipment to the logistics partner.

1.5 The User shall ensure that all shipments are packed in **tamper-proof, secure packaging**, suitable for transit and compliant with industry standards. **MTE** and its logistics partners shall not be responsible for damages arising due to inadequate or improper packaging.

1.6 The User shall be solely responsible for compliance with all applicable laws and regulations (including central, state, and international laws) in relation to:

- product sale and shipment
- invoicing and taxation (including GST)
- documentation (including e-way bills, if applicable)
- customs compliance for international shipments

1.7 It is expressly agreed that **MTE** acts solely as a **service provider and logistics aggregator**, and not as:

- a seller, retailer, distributor, or stockist of goods;
- an owner or custodian of goods (except limited possession during transit through partners);

All services provided by **MTE** are based on instructions provided by the User through the platform.

1.8 **MTE** may provide real-time tracking, notifications, and shipment visibility tools through its platform, including integrations such as **WhatsApp-based tracking (NotifyEdge) and NDR automation (ReDeliverX)**. However, such tracking is dependent on updates received from third-party logistics partners.

1.9 The User agrees that shipments shall be processed using **Air Waybills (AWB)** generated via the **MTE** platform.

For all operational and legal purposes:

- The User shall be considered the **Consignor/Shipper** of the goods;
- The end customer shall be the **Consignee**;
- **MTE** shall act only as a **facilitator and intermediary**;

MTE's liability, if any, shall be limited to the User only, and **MTE** shall have **no direct liability or obligation towards the User's customers**.

1.10 The User confirms that they are aware of and shall strictly comply with the list of **prohibited and restricted items** as defined by **MTE** and its logistics partners. The User undertakes that no prohibited, hazardous, illegal, counterfeit, or restricted goods shall be handed over for shipment. Any violation shall result in immediate suspension of Services and potential legal action.

1.11 The User hereby agrees that:

(a) the User shall not, directly or indirectly, use **MultiTransitEdge (MTE)** Services in the capacity of a **reseller, aggregator, OTC (over-the-counter), franchise, or intermediary of any courier/logistics company**, unless expressly authorized in writing by **MTE**;

(b) the Services provided by **MTE** are intended for **genuine business shipments (including e-commerce, D2C, and B2B shipments)** originating from the User's own business operations and not for reselling logistics capacity;

(c) the User shall not misuse **MTE's** integrations with any logistics partners (including but not limited to Blue Dart, Delhivery, DTDC, Xpressbees, etc.) for unauthorized purposes or in violation of partner-specific terms;

(d) the User shall not use **MTE** Services to bypass or misuse any direct contractual relationships with logistics partners, if any exist.

In case **MTE** reasonably believes that the User has violated any of the above provisions, **MTE** shall have the right to:

- suspend or permanently deactivate the User's account;
- hold, restrict, or dispose of shipments (after reasonable notice and applicable timelines);
- recover damages, penalties, or operational losses incurred;

MTE reserves the right to levy penalties up to **₹1,00,000 (Rupees One Lakh)** per incident/shipment or such amount as deemed appropriate based on the severity of the breach, along with applicable taxes and freight charges.

2. OBLIGATIONS OF THE USER

2.1 The User shall be solely responsible for ensuring that all shipments are **properly packed in tamper-proof, secure, and transit-safe packaging** suitable for the nature of goods being shipped.

2.2 The User shall use **high-quality packaging materials**, including branded tapes (bearing the User's name/logo wherever possible). Use of weak, generic, or inadequate packaging materials (such as plain/brown/transparent tapes without proper sealing) shall result in:

- no liability on **MTE** or its logistics partners for any damage, pilferage, leakage, or tampering;
- full responsibility and risk borne by the User.

2.3 The User shall ensure that all shipments are **ready, packed, and labelled** before the courier partner arrives for pickup.

- Pickup requests must be created within the defined cut-off timelines;
- Pickups beyond courier partner cut-off times may not be serviced;
- The User may coordinate with courier personnel for smooth pickup execution.

2.4 The User shall obtain and retain **proof of handover**, including signed pickup manifests or digital confirmations, as evidence of shipment handover to the courier partner. This shall be required for any future claims, disputes, or reconciliation.

2.5 The User shall strictly use the **MTE platform-generated Air Waybill (AWB)** for all shipments. No shipment shall be dispatched using manual, offline, or third-party AWB numbers outside the **MTE** system; Any violation shall attract a penalty of **₹1,000 per AWB/shipment**, along with applicable charges;

Further:

- The User shall not ship multiple shipments under a single AWB unless explicitly enabled under **Multi-Packet Shipment (MPS)** functionality;
- Any misuse (intentional or unintentional) shall allow **MTE** to recover:
 - full freight charges for all shipments involved;
 - penalties up to **₹10,000 per incident/shipment**, along with applicable taxes.

2.6 The User shall ensure that a valid **tax invoice** is placed inside the shipment/package prior to handover to the logistics partner. Such invoice must comply with all applicable laws, including but not limited to **GST regulations, invoicing rules, and e-way bill requirements (if applicable)**. MTE shall not be responsible for any penalties or delays arising from non-compliance.

2.7 The User agrees that pickup services shall be provided only from locations registered and approved on the User's MTE account. Shipments from unregistered or unauthorized locations may not be serviced and may result in delays, additional charges, or rejection of pickup requests.

2.8 In case of **reverse pickup (return shipments within India)** requested by the User:

- applicable reverse pickup fees shall be charged in addition to reverse freight charges;
- reverse freight charges shall generally be equivalent to forward delivery freight charges unless specified otherwise;

The User agrees to bear all such applicable charges.

2.9 Not Used. *[Intentionally left blank / Not Applicable]*

2.10 The User agrees that it shall not book, handover, or ship any goods that are:

- illegal, banned, restricted, or prohibited under applicable laws;
- infringing any third-party rights (including counterfeit or unauthorized goods);
- hazardous, dangerous, reactive, or non-compliant with courier packaging/transport guidelines;
- high-risk items including but not limited to:
 - cash, currency, financial instruments
 - precious metals (gold, silver, platinum, bullion)
 - precious stones (diamonds, gemstones)
 - real jewellery (excluding imitation/artificial jewellery unless explicitly permitted)

MTE shall not be liable for any shipment involving such goods. An indicative list of prohibited and restricted items shall be provided in **Annexure-B**.

2.11 In the event the User hands over any prohibited, restricted, hazardous, counterfeit, or non-compliant shipment:

- MTE and its logistics partners shall bear **no liability** for any loss, damage, theft, delay, or misappropriation, even if aware of the nature of such goods;
- The User shall **fully indemnify MTE and its logistics partners** against any claims, damages, penalties, or legal consequences arising from such shipments;
- MTE shall have the right to:
 - hold, inspect, and investigate such shipments;
 - dispose of such shipments within **30 (thirty) days**, in accordance with applicable laws;
 - levy penalties up to **₹1,00,000 (Rupees One Lakh)** per incident/shipment (or higher based on severity), along with applicable taxes and freight charges;

- Any involvement in **counterfeit, fraudulent, or illegal shipments** may lead to immediate suspension/termination and legal action.

Additional consequences related to prohibited shipments, restricted zones, and disputed cases shall be governed by **Annexure-B**.

2.12 Shipping of Documents: If the User intends to use the **MTE** platform for shipping documents, letters, or similar items, such services shall be subject to:

- specific terms and conditions agreed separately with **MTE**; or
- in the absence of such agreement, the standard terms applicable to document shipments as defined by **MTE** from time to time.

2.13 The User acknowledges and agrees that **MultiTransitEdge (MTE)** and its logistics partners act only as **bailees/facilitators of goods and COD collections**, and not as insurers of shipments. The User expressly waives any claims against **MTE** or its logistics partners under principles of insurance, except to the extent covered under any separately purchased or agreed insurance service.

2.14 In case of **damaged, pilfered, tampered, pressed, or leaked shipments**, the consignee (end customer) must clearly record **negative remarks on the Proof of Delivery (POD)** at the time of delivery. In the absence of such remarks on the **POD**, no claim shall be entertained by **MTE** under any circumstances.

2.15 Claims for damage, pilferage, tampering, or leakage shall be considered **only if the outer packaging is visibly damaged, tampered, or altered**. If the outer packaging is intact and shows no signs of tampering, no claims shall be accepted, regardless of internal damage.

2.16 **MTE** shall not entertain:

- any claims related to damage, pilferage, tampering, leakage, non-delivery, or fake delivery after **48 hours** from delivery;
- any requests for **POD (Proof of Delivery)** after **72 hours** from delivery or RTO status;

All claims must be raised within the stipulated timelines through official support channels.

2.17 The User shall ensure that all shipment details are **accurate, complete, and compliant**, including:

- full and correct delivery address
- valid contact details
- correct product description and value
- GST-compliant invoice and documentation
- e-way bill (where applicable)

In case of incorrect or incomplete information:

- the shipment may be returned to origin;
- both **forward and RTO charges shall be applicable**;

- any penalties, taxes, or charges imposed by authorities shall be borne by the User;

Such charges shall be **non-refundable and irreversible**.

Additionally, in cases of:

- creation of multiple or fraudulent accounts;
- misuse of platform;
- suspicious or high-risk activities;

MTE reserves the right to levy **penalties up to ₹1,00,000 per shipment/incident**, along with applicable taxes, or take further legal action.

2.18 The User agrees that for shipments with declared value **₹50,000 or above**, where e-way bill is mandatory:

- a valid e-way bill must be provided for both forward and RTO shipments;
- such e-way bill must be submitted within **7 (seven) days** from shipment dispatch or RTO initiation;

Failure to provide the required e-way bill within the stipulated time may result in the shipment being **marked as “Disposed”**, and MTE and its logistics partners shall not be liable for any loss arising therefrom.

3. FEES

3.1 The User agrees that applicable shipping rates shall be charged as per the **live rate calculator available on the MTE dashboard**, which may vary based on:

- weight and dimensions
- pickup and delivery location
- courier partner selection
- service type (standard/express, etc.)

3.2 MTE reserves the right to levy additional charges over and above base shipping rates, including but not limited to:

- COD handling charges
- fuel surcharge
- remote area surcharge
- reverse pickup charges
- RTO charges
- value-added service fees (e.g., branded tracking, NDR automation, communication tools)

All such charges shall be reflected on the platform and shall be binding on the User.

3.3 MultiTransitEdge (MTE) reserves the right to revise, update, or modify shipping rates and charges at any time. The **latest rates available on the live rate calculator/dashboard** shall be considered final and binding at the time of booking.

3.4 All fees and charges are exclusive of applicable taxes. **GST and other statutory taxes** shall be charged as per prevailing laws and shall be payable by the User.

3.5 Weight Calculation & Charges: Shipping charges shall be calculated based on **higher of actual (dead) weight or volumetric weight**, as per industry standards.

Volumetric weight formula:

- Standard couriers: $(L \times B \times H) / 5000$
- FedEx Surface / FedEx Surface Light / Gati Surface: $(L \times B \times H) / 4500$
- Aramex: $(L \times B \times H) / 6000$

(All dimensions in centimetres; weight in kilograms)

Additional charges may apply, including but not limited to:

- address correction charges
- remote area charges
- special handling charges

3.6 Weight Discrepancy & Adjustment: If the declared weight is found to be lower than the actual weight:

- the shipment shall be re-rated based on actual weight;
- the User shall be notified on the dashboard;
- the User shall have **7 (seven) working days** to accept or dispute the revised weight;

If no action is taken within this period, the revised weight shall be **auto-accepted** and billed. In case of disputes, the shipment may be held under review until resolution. If **MTE** reasonably believes that the User has:

- intentionally mis-declared weight;
- repeatedly under-declared shipments;
- used multiple accounts to bypass weight rules;

Then **MTE** shall have the right to:

- (i) re-route or hold the shipment;
- (ii) recover full freight charges (forward + RTO);
- (iii) impose penalties;
- (iv) suspend or terminate the account;

MTE may levy **penalties up to ₹1,00,000 per shipment/incident**, along with applicable taxes and charges.

3.7 COD Remittance Cycle: Unless otherwise agreed, COD remittance shall be processed **within 7–10 working days from the date of delivery**, subject to:

- receipt of funds from courier partners;
- reconciliation of shipments;

- deduction of applicable charges and adjustments;

MTE may process COD remittances in **batch cycles (e.g., multiple times a week)** based on operational convenience. **Critical Protection Clause:** MTE reserves the right to **hold, delay, or adjust COD remittances** in cases including but not limited to:

- negative wallet balance
- weight discrepancies
- pending disputes or claims
- high RTO or fraud risk
- incomplete KYC or compliance issues
- unpaid invoices

3.8 COD Handling Charges: For COD shipments, MTE shall deduct a **COD handling fee per order** from the collected COD amount prior to remittance. This fee covers:

- cash collection risk
- reconciliation
- payment processing
- settlement operations

Applicable GST or taxes shall be charged additionally.

3.9 COD Adjustment Clause: In case a shipment originally booked as COD is:

- modified to prepaid;
- cancelled;
- disputed;
- returned (RTO);

then:

- COD amount shall **not be remitted**, or
- if already remitted, the User shall **refund or allow adjustment** of such amount;

MTE reserves the right to recover such amounts through:

- wallet adjustments
- COD holdbacks
- direct recovery

3.10 COD Adjustment & Forfeiture Clause: In case any COD amount has already been remitted to the User due to:

- incorrect delivery status updated by courier partner;
- system error or reconciliation discrepancy;

such amount shall be **recovered or adjusted from future COD remittances, wallet balance, or direct recovery from the User**. Further, if MTE is unable to remit COD amounts to the User within **365 (three hundred sixty-five) days** from the due date due to

reasons not attributable to **MTE** (including but not limited to incorrect bank details, inactive account, KYC issues, or non-cooperation from the User), then:

- the User shall be deemed to have **waived all claims** against **MTE**;
- **MTE** shall have the **absolute right to forfeit such unclaimed COD amounts** after expiry of the said period.

All COD-related queries must be raised through official support channels (e.g., info@multitransitedge.com) within defined timelines.

3.11 Claims Documentation Requirement: For any shipment-related claim, the User must submit a **signed pickup manifest (proof of handover)** along with the claim request. Claims without valid proof of handover shall not be entertained under any circumstances.

3.12 “Said to Contain” Basis: All shipments processed through **MTE** and its logistics partners shall be handled strictly on a **“Said to Contain” basis**, meaning: **MTE** and its logistics partners shall not verify the contents, description, or value of shipments; The User shall be solely responsible for accurate, truthful, and complete declaration of: (a) product description; (b) shipment value; (c) nature of goods (including prepaid/replacement/gift shipments). **MTE** shall not be responsible for: quality, merchantability, or legality of goods; mismatch between declared and actual contents. Any misdeclaration shall attract penalties, liability, and indemnification obligations on the User.

4. TERMS OF PAYMENT FOR PREPAID ACCOUNTS

4.1 This clause shall apply to Users operating under a **prepaid wallet model**. The User agrees to maintain sufficient balance in their **MTE** account to avail Services.

4.2 The User shall recharge their account through the platform (e.g., “Add Balance” / “Buy Shipping Credit”) and use such balance for shipment processing.

4.3 **MTE** reserves the right to activate or continue Services only upon availability of sufficient wallet balance.

4.4 Charges shall be automatically deducted from the User’s wallet based on: shipment weight (actual or volumetric, whichever is higher); service type (air/surface); applicable minimum billing weight (e.g., 0.5 kg or as defined by courier partners); Final charges may be adjusted post-pickup based on actual weight and courier partner reconciliation.

4.5 Invoice Adjustment Against Wallet Balance: **MTE** shall issue invoices which shall be adjusted against the User’s wallet balance as follows: **(i) If invoice amount exceeds wallet balance:** the invoice shall be marked as **unpaid**; such dues shall be reflected in the User’s dashboard and invoice history; **MTE** reserves the right to **suspend shipments and account activity** until dues are cleared; the User must recharge the wallet to cover both: (a) outstanding invoice amount; and (b) required balance for future shipments; **(ii) If invoice amount is less than wallet balance:** the invoice amount shall be **automatically deducted** from the wallet balance; the invoice shall be marked as **paid**; the User may continue using Services from the remaining wallet balance. If deduction has already occurred at the time of invoicing, the invoice shall be generated as **paid**.

4.6 Invoice Dispute Timeline: The User shall verify all invoices and raise any disputes within **5 (five) working days** from the date of invoice. Failure to raise disputes within this period shall result in the invoice being deemed **accepted and final**.

4.7 Claims Requirement: For any claims including but not limited to: incorrect freight charges, missing COD, damage, pilferage, or in-transit loss. The User must submit a **signed pickup manifest (proof of handover)** along with the claim request. Claims without valid proof shall **not be entertained**.

4.8 Negative Wallet Adjustment: In case the User's wallet balance becomes **negative** due to: weight discrepancies; charge revisions; penalties; unpaid invoices. MTE shall have the right to: **hold, retain, or adjust COD remittances**; recover dues from future transactions; suspend account activity until balance is cleared.

4.9 Wallet Validity & Forfeiture: The wallet credit shall remain valid for **3 (three) years from the last shipment date**. If no shipment activity occurs for a continuous period of 3 years: MTE shall have the **unconditional right to forfeit the remaining wallet balance**; the User shall have no claim thereafter.

4.10 COD Adjustment Against Overdue Invoices: MTE reserves the right to **automatically adjust any outstanding invoices (older than 30 days)** against the User's COD remittances, without requiring prior consent.

4.11 Wallet Refund Policy: The User may request a refund of wallet balance, subject to: refund being processed to the **original payment source**; submission of valid KYC documents; standard processing timelines. MTE reserves the right to: (i) reject refund requests to alternate payment methods; (ii) levy applicable charges for processing refunds; (iii) withhold or deny refunds in case of suspected fraud, misuse, or policy violations.

4A. TERMS OF PAYMENT FOR SECURED POSTPAID ACCOUNTS WITH ROLLING CREDIT

4A.1 Applicability: This clause shall apply only to Users operating under a **secured postpaid model with rolling credit facility**, as approved by **MultiTransitEdge (MTE)**, and shall not apply to prepaid-only accounts.

4A.2 Wallet Recharge & Usage: The User may recharge their account/wallet through the platform to: increase available balance; enhance credit limit; continue shipment processing. Such balance may be used for both **air and surface shipments**.

4A.3 Credit Limit Allocation: MTE reserves the right to: activate or approve postpaid accounts subject to internal risk assessment; assign a **rolling credit limit** based on shipment volume, payment history, and risk profile; revise, increase, decrease, or withdraw such credit limit at any time without prior notice. The User may increase available limit by adding funds to their wallet.

4A.4 Credit Adjustment Against COD: The User agrees that any utilized credit amount may be **automatically adjusted against upcoming COD remittances**, without prior approval.

4A.5 Shipment Charging Mechanism: Charges shall be calculated and applied based on: actual or volumetric weight (whichever is higher); applicable courier billing rules (minimum weight slabs such as 0.5 kg or multiples thereof). Final charges may be revised post-pickup based on actual measurements provided by courier partners and adjusted against the User's credit/wallet.

4A.6 Invoice Adjustment Logic: MTE shall issue invoices which shall be adjusted as follows: **(i) If invoice amount exceeds credit limit / wallet balance:** invoice shall be marked as **unpaid**; outstanding dues shall be reflected in dashboard; MTE reserves the right to **suspend shipments/services** until payment is cleared; User must clear dues and maintain sufficient balance to resume services. **(ii) If invoice amount is within credit limit / wallet balance:** invoice shall be **auto-adjusted** against available balance; invoice shall be marked as **paid**; User may continue operations within remaining limit. If adjustment is already completed, invoice shall be generated as paid.

4A.7 Invoice Dispute Timeline: The User must review and raise any invoice disputes within **5 (five) working days** from invoice date. Failure to do so shall result in **deemed acceptance** of the invoice.

4A.8 Claims Requirement: For any claims including: incorrect freight; COD discrepancies; damage/pilferage. The User must submit a **signed pickup manifest (proof of handover)**. Claims without valid documentation shall not be entertained.

4A.9 Negative Balance Protection: If the User's account reflects a **negative balance** due to: weight discrepancies; penalties; unpaid invoices. MTE shall have the right to: **hold, retain, or adjust COD remittances**; recover dues from future transactions; suspend account activity.

4A.10 Wallet Validity & Forfeiture: Any wallet/credit balance shall remain valid for **3 (three) years from the last shipment date**. If the User does not process any shipment for a continuous period of 3 years: MTE shall have the **absolute right to forfeit such balance**; the User shall have no claim thereafter.

5. INTERNATIONAL SHIPMENTS

5.1 In the event the User avails the Services of **MultiTransitEdge** for international or cross-border shipments, then in addition to the terms and conditions contained in this Agreement, the terms and conditions specified under Annexure-C shall also be applicable and binding upon the User.

5.2 MultiTransitEdge reserves the right to amend, modify, or update the terms contained in Annexure-C from time to time by providing notice to the User, either through the platform dashboard or via registered email communication. Such communication shall be deemed to be valid and accepted by the User.

5.3 Notwithstanding anything contained elsewhere in this Agreement, in the event of any inconsistency or conflict between the provisions of this Agreement and the terms specified in Annexure-C, the provisions of Annexure-C shall prevail with respect to international shipments.

6. RETURNS / RTO (RETURN TO ORIGIN)

6.1 MultiTransitEdge reserves the right to return to the User any shipment that is not accepted by the end customer for any reason whatsoever, including but not limited to refusal, unavailability, incorrect address, or delivery failure.

6.2 The User agrees that all Return to Origin (RTO) shipments shall be subject to applicable RTO charges, which shall be levied as per the prevailing rates available on the User's dashboard or as otherwise communicated by MultiTransitEdge from time to time.

6.3 The User shall ensure that returned shipments are accepted at the designated return address provided by the User. **MultiTransitEdge** shall provide the relevant Air Waybill (AWB) details corresponding to such returned shipments.

6.4 In the event that the User fails to accept delivery of an RTO shipment, or is unavailable/unreachable for such delivery, **MultiTransitEdge** shall have the right to levy storage, demurrage, and incidental charges for the duration the shipment remains in custody beyond seven (7) business days from the date of return initiation, up to a maximum period of forty-five (45) days. If the User fails to accept the returned shipment within ten (10) days from the first RTO delivery attempt, **MultiTransitEdge** shall have the right to dispose of such shipment at its discretion. Upon such disposal: (a) the User shall forfeit all rights, title, and claims over such shipment; (b) the User shall remain liable for all applicable charges, including but not limited to storage, disposal, freight, and incidental charges; and (c) **MultiTransitEdge** shall further have the right to: retain and/or adjust such outstanding dues against any COD remittances payable to the User; retain custody of any other shipments belonging to the User and dispose of the same in accordance with this Agreement; and forfeit any security deposit maintained by the User with **MultiTransitEdge**, if applicable.

7. REVERSE PICKUPS

7.1 "Reverse Pickup" shall mean the collection of shipments by **MultiTransitEdge** from the end customer's address, as specified by the User, and delivery of such shipments to a location mutually agreed between the Parties.

7.2 The User agrees that reverse pickup services shall be provided on request and shall be subject to additional charges, as per the prevailing rates communicated by **MultiTransitEdge** from time to time.

7.3 The User acknowledges and agrees that **MultiTransitEdge** and its logistics partners shall not be responsible for verifying the contents of shipments handed over by the end customer at the time of reverse pickup, including both: (i) Return-to-Origin (RTO) shipments, which are expected to be in the same condition as originally dispatched; and (ii) closed-box reverse pickup shipments, where the package may have been opened and repacked by the customer. The packaging of such shipments shall be the sole responsibility of the end customer, and it shall be ensured that the packaging is adequate to prevent any damage during transit. **MultiTransitEdge** and its logistics partners shall not be liable for any shortage, mismatch, or damage in such consignments, unless such loss or damage is solely attributable to gross negligence on the part of **MultiTransitEdge**.

8. CAP ON SHIPMENT RELATED LIABILITY AND OTHER CLAIMS

8.1 Notwithstanding anything to the contrary contained in this Agreement, the maximum liability of **MultiTransitEdge (MTE)** per shipment shall be limited as follows: (i) in case of loss, theft, or damage during the forward journey, an amount equal to **₹2,500 (Indian Rupees Two Thousand Five Hundred only)** or the declared order value of the shipment, whichever is lower; (ii) in case of loss, theft, or damage during reverse pickup (RVP), an amount equal to **₹2,000 (Indian Rupees Two Thousand only)** or **50% of the declared order value**, whichever is lower; (iii) in case of loss, theft, or damage during Return to Origin (RTO), an amount equal to **₹2,500 (Indian Rupees Two Thousand Five Hundred only)** or **40% of the declared order value**, whichever is lower. Any claim under this clause must be raised by the User strictly within the timelines prescribed under this Agreement and, in any event, not later than **thirty (30) days from the shipment pickup date**, failing which the User shall irrevocably waive all rights to such claim. All claims must be supported by valid documentation, including but not limited to the **signed pickup manifest**, failing which such claims shall not be entertained.

In relation to the above, it is further clarified that:

- (a) in case of any claim by the User (including but not limited to damage, loss, or theft), **MTE** shall only be liable to compensate strictly in accordance with sub-clauses (i), (ii), and (iii) above. However, where the User requests (within seven (7) days of the loss or damage declaration) for procurement of a **Certificate of Facts (COF)** from the concerned courier partner, **MTE's** responsibility shall be limited to facilitating such certificate, and **no compensation liability shall arise on MTE** in such cases;
- (b) the User may opt to secure shipments having a declared value exceeding ₹2,500 by availing **additional risk cover/insurance services**, subject to payment of applicable charges;
- (c) in case of partial damage to a shipment, the compensation payable shall be determined based on the **extent of damage in proportion to the declared value**, and not necessarily the full order value;
- (d) in the event any claim amount has been credited to the User on account of an incorrect shipment status, and the shipment is subsequently traced and delivered (either to the customer or returned to the User), such claim amount shall be **recovered or adjusted** by **MTE** from the User's wallet, COD remittances, or any other payable amounts.

8.2 The User agrees that: (i) any claims relating to damage, pilferage, tampering, leakage, or fake delivery must be notified to **MTE** in writing within **forty-eight (48) hours** from the time of delivery of the shipment; and (ii) any claims relating to loss or theft must be notified to **MTE** in writing within **thirty (30) days** from the date of shipment pickup. Failure to notify within the prescribed timelines shall result in such claims being **rejected and deemed waived**.

8.3 The User acknowledges and agrees that **MTE** and/or its logistics partners shall not be responsible or liable for any damage to shipments containing **fragile, liquid, perishable, or breakable items**, including but not limited to glass items, liquid cosmetics, beauty products, or similar goods, unless such shipments are expressly accepted under a special handling agreement.

9. TERMINATION

The Services provided by **MultiTransitEdge (MTE)** shall remain active until a period of **ten (10) days from the date of the last unpaid invoice**. The User shall remain liable for all charges incurred during the period for which any invoice has been raised, irrespective of termination. The User must submit a request for termination **prior to the commencement of the next billing cycle and/or before the generation of the next invoice**, failing which such termination request shall not be considered valid for the ongoing billing cycle. It is expressly agreed that **no pro-rated refund** shall be provided for any unused portion of the Services during the current billing cycle. The User may request termination of Services by sending a written communication via registered email to the official support email address of **MultiTransitEdge**. Such request must include the following details: (a) name of the User; (b) registered business/store name along with Company ID (if applicable); and (c) reason for termination. Upon receipt of the termination request, **MultiTransitEdge** shall process the same subject to: (i) verification and clearance of all outstanding dues; (ii) completion of any ongoing shipments, reconciliations, or operational obligations; and (iii) settlement of any liabilities arising under this Agreement. **MultiTransitEdge** reserves the right to **withhold termination, suspend account closure, or adjust any pending dues against wallet balance and/or COD remittances**, until all financial and operational obligations of the User are fully settled.

ANNEXURE-B
LIST OF PROHIBITED AND RESTRICTED ITEMS

This Annexure provides an indicative (and not exhaustive) list of items that are **prohibited or restricted** for shipment through **MultiTransitEdge (MTE)** and its logistics partners. The User agrees not to book, handover, or attempt to ship any such items.

1. DANGEROUS GOODS

The following categories of goods shall be treated as **dangerous goods** and are strictly prohibited unless explicitly approved in writing by **MultiTransitEdge**: Oil-based paints, thinners, and other flammable liquids; industrial solvents; insecticides, fertilizers, garden chemicals, and poisons; lithium batteries; magnetized materials; machinery containing fuel or that has previously contained fuel (including but not limited to chain saws and engines); fuel for stoves, lanterns, torches, or heating devices; automobile batteries; infectious substances; any compound, liquid, or gas having toxic or infectious characteristics; bleach and similar corrosive substances; flammable adhesives; arms, ammunition, and weapons of any kind (including but not limited to air guns, firearms, explosives, fireworks, knives, swords, and antique weaponry); dry ice (solid carbon dioxide); aerosols, powders, or any flammable substances classified as dangerous for air transport; alcohol; tobacco and tobacco-related products; electronic cigarettes; and controlled or psychotropic substances including ketamine.

2. RESTRICTED ITEMS

The following categories of goods are **restricted** and shall not be shipped unless expressly permitted under applicable laws and approved in writing by **MultiTransitEdge**: Precious stones, gems, and jewellery (including but not limited to diamonds, gold, silver, platinum, bullion, antiques, and semi-precious stones); uncrossed bearer instruments such as cheques, drafts, currency, and coins; poisons; firearms, explosives, and military equipment; hazardous or radioactive materials; food items, perishables, and liquor; any pornographic or obscene material; hazardous chemicals and substances including but not limited to SCOMET items, corrosive acids, chemical waste, and materials containing oil, grease, or toner; plants and plant-based products including but not limited to soil, sand, ores, sandalwood, wood, wood pulp, edible oils, and endangered plant species; drugs, narcotics, psychotropic substances, contraband, counterfeit or illegal medicines; and any items related to animals or human remains including livestock, embryos, organs, body parts, or remains.

3. USER RESPONSIBILITY AND LIABILITY

The User expressly agrees and undertakes that it shall not hand over any prohibited or restricted items to MultiTransitEdge or its logistics partners. In the event of breach of this Annexure: **MultiTransitEdge** shall not be liable for any loss, damage, delay, confiscation, or legal consequences arising from such shipment; the User shall be solely responsible for all legal, regulatory, and financial consequences arising therefrom; the User agrees to indemnify and hold harmless **MultiTransitEdge** and its logistics partners against any claims, losses, penalties, damages, or proceedings arising due to such breach; **MultiTransitEdge** shall have the right to **retain, inspect, dispose, or destroy such shipments** without prior notice; and **MultiTransitEdge** may levy **penalties, charges, and recover all associated costs**, including but not limited to legal expenses, handling charges, and damages, from the User.

4. INTERPRETATION

This list is **indicative and not exhaustive**. Any item which is: prohibited under applicable Indian or international laws; restricted by aviation, customs, or transport regulations; or deemed unsafe, illegal, or non-compliant by MultiTransitEdge or its logistics partners, shall be treated as a prohibited or restricted item under this Agreement.

5. COUNTERFEIT OR FRAUD PRODUCTS / SHIPMENTS

MultiTransitEdge (MTE) conducts its business in strict compliance with applicable laws of India and adheres to the highest standards of ethics and integrity. In furtherance of this, **MTE** maintains a **zero-tolerance policy** towards counterfeit, fraudulent, or misrepresented products/shipments, including but not limited to goods that are fake, cloned, duplicated, unauthorized, or misrepresented in terms of origin, quality, or authenticity.

In the event **MTE**, at its sole discretion, determines or has reasonable grounds to believe that the User and/or its customer is shipping, selling, or has shipped any counterfeit or fraudulent product/shipment (including but not limited to counterfeit electronic items such as mobile phones, smart watches, or similar goods), **MTE** shall have the absolute right to take one or more of the following actions:

- (i) seize and retain custody of such shipment(s);
- (ii) report the matter to the appropriate governmental authority, regulatory body, or police authorities;
- (iii) suspend or permanently blacklist the User and/or its associated entities/customers from availing Services of **MTE**;
- (iv) levy liquidated damages of up to **₹10,000 (Indian Rupees Ten Thousand only) per shipment**, along with applicable taxes, towards estimated or actual legal and administrative expenses incurred by **MTE**;
- (v) levy additional liquidated damages of up to **₹1,00,000 (Indian Rupees One Lakh only)**, along with applicable taxes, for reputational harm and goodwill loss caused to **MTE**;
- (vi) require the User to deposit a **security amount**, as determined by **MTE**, to safeguard against potential future losses;
- (vii) block, retain, or adjust any COD amounts or other monies payable to the User against such liabilities;
- (viii) seize and retain all shipments belonging to the User lying with **MTE** or its logistics partners and dispose of the same after a period of **thirty (30) days** without any further notice; and/or
- (ix) forfeit any existing security deposit maintained by the User with **MTE**.

6. DISPUTED SHIPMENTS / CASES

MultiTransitEdge shall have the right, at its sole discretion, to levy appropriate damages, penalties, or charges (along with applicable taxes) in relation to any shipment or transaction that is subject to dispute, including but not limited to disputes raised by: courier partners; end customers; third parties; or governmental or regulatory authorities. The quantum of such damages or charges shall be determined by **MTE** based on the nature, severity, and impact of the dispute, and may vary on a case-to-case basis.

7. SHIPPING IN RESTRICTED OR GOVERNMENT-PROHIBITED AREAS

In the event **MTE** determines that the User has shipped or attempted to ship non-essential goods to areas that are declared restricted or prohibited by governmental authorities (including but not limited to containment zones or restricted regions), **MTE** shall have the right to: levy a penalty or liquidated damages of **₹10,000 (Indian Rupees Ten Thousand only) per shipment**, along with applicable taxes; or recover the actual damages, legal costs, penalties, or losses incurred, if such amount exceeds the stated threshold, as determined solely by **MTE**. Such action shall be taken on account of regulatory non-compliance, potential legal exposure, and reputational damage caused to **MTE**.

ANNEXURE-C
TERMS AND CONDITIONS FOR INTERNATIONAL SHIPMENTS

This Annexure shall govern all international or cross-border shipments undertaken through **MultiTransitEdge (MTE)** and shall prevail over other provisions of this Agreement in case of any inconsistency.

A. PROOF OF DELIVERY: The User acknowledges and agrees that **proof of delivery (POD)** may not be available for international shipments. The final delivery status updated by **MTE** or its logistics partners on the system shall be deemed to be the **conclusive and final status** of the shipment. No claims, disputes, or investigations shall be entertained by **MTE** on the basis of non-availability of POD.

B. RETURNS AND UNDELIVERED SHIPMENTS: The User expressly agrees that **return-to-origin (RTO) or return services are not available** for international shipments. In the event a shipment remains undelivered for any reason whatsoever, including but not limited to customer unavailability, refusal, customs issues, or incorrect address, such shipments may be: disposed of; abandoned; or destroyed, after a prescribed holding period as determined by **MTE** or its logistics partners. The User shall not be entitled to any compensation or claim in respect of such shipments.

C. DELIVERY CONDITIONS: The User acknowledges that international deliveries are subject to varying operational constraints and local regulations. Accordingly, **MTE** and its logistics partners may: complete delivery at the consignee's premises without physical handover; leave shipments at open locations such as porches, mailboxes, or reception areas; or require the consignee to collect the shipment from a designated pickup point or carrier facility. In all such cases, the shipment shall be marked as **delivered**, and such status shall be treated as final and binding.

D. CASH ON DELIVERY (COD): Cash on Delivery (COD) services shall **not be available** for international shipments. The User shall ensure that all international shipments are prepaid or arranged through alternative payment mechanisms acceptable under applicable laws and logistics partner requirements. In case any shipment requires additional payment, documentation, or action for customs clearance or delivery, the User shall promptly provide the same. In the event of failure by the User to respond or act within the prescribed timelines, the shipment may be **held, abandoned, or destroyed**, and all associated charges, including freight, handling, and penalties, shall be borne by the User.

E. LIABILITY: The User expressly acknowledges and agrees that international shipments carry inherent risks due to customs processes, international transit handling, and third-party logistics involvement. Accordingly: (i) **MultiTransitEdge shall have no liability for any damage to shipments** during international transit; (ii) the User agrees to accept the final shipment status as provided by **MTE** or its logistics partners as **final and binding**; (iii) the provisions relating to liability under **Clause 8 of Annexure-A** shall **not apply** to international shipments; and (iv) **MTE** shall not be responsible for delays, confiscation, customs clearance issues, duties, taxes, or regulatory actions imposed by any authority in the destination or transit country.

F. PACKAGING: The User shall be solely responsible for ensuring proper, secure, and transport-worthy packaging of all shipments, including documents and goods handed over for international transportation. This responsibility shall include, without limitation, the appropriate packing, sealing, labelling, and placement of goods within any packaging material or container supplied by the User. **MultiTransitEdge (MTE)** shall not be liable for any loss, damage, leakage, breakage, or deterioration of shipments arising due to **inadequate, improper, or non-compliant packaging**.

G. NEGLIGENCE: The User shall be solely responsible for any loss, damage, delay, penalty, or liability arising due to its failure to comply with its obligations under this Agreement, including but not limited to:

- incorrect or incomplete documentation;
- misdeclaration of shipment contents or value;
- non-compliance with applicable laws, customs regulations, or shipping requirements;

MTE shall not be liable for any consequences arising out of such negligence, and all associated costs or liabilities shall be borne entirely by the User.

H. CHARGES: The User agrees to bear and pay all applicable charges incurred in relation to international shipments, including but not limited to:

- customs duties and taxes;
- import/export duties;
- airport handling charges;
- regulatory fees;
- surcharges imposed by logistics partners; and
- any additional charges incurred during transit, clearance, or delivery.

In the event such charges are incurred by **MTE** or its logistics partners on behalf of the User, the same shall be **recoverable from the User**, including by way of adjustment against wallet balance, COD remittances, or any other payable amounts.

I. MISCELLANEOUS: In addition to the terms contained herein, **MultiTransitEdge** reserves the right to introduce, amend, or update any **Standard Operating Procedures (SOPs)** and **Service Level Agreements (SLAs)** based on operational requirements or logistics partner guidelines. Such SOPs and SLAs may be communicated to the User through the platform dashboard, email, or any other recognized mode of communication and shall be deemed to be binding upon the User. For the avoidance of doubt, all such SOPs and SLAs shall form an **integral part of this Agreement**, and any breach thereof shall be treated as a breach of this Agreement.