

TERMS OF USE

1. Introduction

- 1.1. THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.
- 1.2. THIS DOCUMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3(1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 THAT REQUIRES PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR ACCESS OR USAGE OF THIS WEBSITE.
- 1.3. The domain name www.gocoment.in (hereinafter referred to as the “**Website**”) is owned by Hyperflux Solutions Private Limited, a company incorporated under the Companies Act, 2013 with its registered office at 12 RPS Flat F/F Madangir New Delhi Delhi - 110062 (“**Comet**”). The objective of the Website is to facilitate shipping of goods from a single dashboard displayed on the Website (“**Services**”). The Website simply serves as an online marketplace to bring together Buyers (defined below) of Freight Services (defined below) to Sellers (defined below) of Freight Services, onto a single forum.
- 1.4. For the purpose of these Terms of Use (“**Terms**”), wherever the context so requires, the term:
 - 1.4.1. “**Buyer**” shall mean any Person who is willing to buy Freight Services from the Sellers using the Website.
 - 1.4.2. “**Force Majeure Event**” shall mean any event that is beyond the reasonable control of Comet and shall include, without limitation, sabotage, fire, flood, explosion, act of God, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, virus attacks, breach of security and encryption, and any other similar events not within the control of Comet and which Comet is not able to overcome.
 - 1.4.3. “**Freight Services**” shall mean the Seller’s services of providing, offering to sell and selling services of moving cargo from one location to another, and/or associated services including freight insurance or customs brokerage services.
 - 1.4.4. “**Person**” shall mean an individual, a corporation, a partnership, a joint venture, a trust, an unincorporated organization and any other legal entity.
 - 1.4.5. “**Seller**” shall mean any Person, including, *inter alia*, a freight forwarder, broker, carrier, custom housing agent, transporter, or other professional vendor, who is willing to provide Freight Services to the Buyers using the Website.

2. Acceptance of Terms

- 1.1. Please carefully read these Terms. In order to use the Website, you must first agree to the Terms. By accessing, browsing or otherwise using the Website, you are agreeing to these Terms and concluding a legally binding contract with Comet. Accessing, browsing or otherwise using the Website indicates your agreement to all the terms and conditions under these Terms. You are advised to read these Terms carefully before proceeding.

- 1.2. You may not use the Website if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Website and Services are governed by these Terms and shall include the applicable policies which are incorporated herein by way of reference. By impliedly or expressly accepting these Terms, you also accept and agree to be bound by all policies of Comet, including but not limited to its privacy policy (“**Privacy Policy**”), as amended from time to time.
- 2.1. As a condition of your access to and use of the Website, you agree that you will comply with all applicable laws and regulations when using the Website.
- 2.2. Comet reserves the right, at its sole discretion, to change, modify, add or remove all or any part of these Terms, at any time without any prior notice to you. It is your sole responsibility to review these Terms periodically for updates or changes. Your continued use of the Website following the posting of changes shall be deemed to mean that you accept and agree to the revisions. As long as you comply with these Terms, Comet grants you a non-exclusive, non-transferable, limited privilege to access and use the Website.

3. Eligibility

Use of the Website is available only to Persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents and persons of unsound mind are not eligible to use the Website. Any person under the age of 18 shall not register on the Website and shall not transact on or use the Website. Comet reserves the right to terminate any Person's membership and/or refuse to provide such Person with access to the Website if it is brought to Comet's notice or if it is discovered that such Person is not eligible to use the Website.

4. Opening an Account

- 4.1. The Website allows very limited and restricted access to the Services for unregistered users.
- 4.2. In order to use the Services on the Website, you will have to create an account on the Website (“**Account**”), which can be done either directly by sending a request on the Website or through an invitation sent by Comet. As part of the registration process, you will be required to provide certain information and details, including the organization name (as may be applicable), your mobile number, an e-mail id, and any other information deemed necessary by Comet. You hereby acknowledge that you will be fully responsible for all activities that occur under your Account.
- 4.3. You shall be responsible for maintaining the confidentiality and security of the password and for all activities that occur in and through your Account(s). Comet and its affiliates / partners are not liable for any harm caused by or related to the theft of your IDs, disclosure of your Account(s) / account information by you or any of your employees (as may be applicable), or your authorization to allow another person (other than the authorized employee, if applicable) to access and use the Website using your Account. However, you may be liable to Comet and its affiliates / partners for the losses caused to them due to such unauthorized use. In case of any misappropriation or unauthorised access of the Account you agree to communicate the same promptly to Comet. Any response from Comet regarding this will be sent to the e-mail address which was used at the time of sign up. You shall ensure that you exit from the Account at the end of each session.

- 4.4. You shall ensure that the account information provided by you is complete, accurate and up-to-date. In case you wish to update or correct the information provided by you, you may do so by visiting “My Account” section on the Website.
- 4.5. Use of another user’s account information for availing the Services of the Website is expressly prohibited.
- 4.6. You hereby agree that if you provide any information that is untrue, inaccurate, not current or incomplete, (or becomes untrue, inaccurate, not current or incomplete) or if Comet has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with these Terms, Comet shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide you with access to the Website.

5. Specific Terms for Buyers

If you have created an Account on the Website as a Buyer in accordance with these Terms, the following terms shall be additionally applicable to you.

- 5.1. The Services by Comet shall be provided for a term commencing from the date of creation of the Account by the Buyer.
- 5.2. Post creation of the Account by a Buyer, Buyers shall also be entitled to bring on-board their own Sellers separately, if any, whose details shall be provided to Comet, in a form and manner acceptable to Comet. To corroborate association with such Sellers, the Buyer shall be required to provide Comet with copies of invoices raised in the 12 (Twelve) months in relation to services availed from such Sellers, prior to the Buyer registering on the Website. Comet shall also be entitled to request for such other documentation from the Buyer, as it may deem fit.
- 5.3. For the purpose of availing the Services on the Website, Buyers shall be required to enter their shipping requirements (load type, point of origin, point of destination, weight, volume, etc.) and other particulars, as maybe required by Comet for the provision of Services to the Buyers. Comet shall also be entitled to contact the Buyer directly to procure more information about the shipment, if found necessary. The Buyers shall be solely responsible for ensuring that correct shipping requirements are furnished by them on the Website.
- 5.4. Based on the information provided by the Buyer, Comet will provide a list of quotes received by it from the Sellers found relevant to the specific request of the Buyer, along with other information, including but not limited to, carrier information and transit times. It is hereby clarified that the Buyer shall be required to ascertain independently whether it/he would like to select a particular quote. Upon being satisfied with a particular option, the Buyer shall be required to book the preferred quote on the Website. If, however, a Buyer is unable to find an auto-generated quote, Buyer shall be entitled to contact Comet directly and Comet may provide a custom quote to meet Buyer’s needs from the Sellers.
- 5.5. Once the booking has been completed on the Website, an order is auto-generated by Comet on behalf of the Buyer, which shall constitute a legal agreement between the Buyer and the Seller (“**Order**”). Upon such Order being generated, the Seller will be provided full contact details including, *inter alia*, in relation to the Buyer, consignor and consignee. It is hereby clarified that Comet will not be a party to that Order and will not act as a freight vendor, forwarder, insurer, broker, contracting agent or other representative, and neither will Comet act as a Buyer for that Order. The Seller will be solely responsible for performing all obligations under any agreements with the Buyer in relation to the Order placed.

- 5.6. The Buyer agrees and understands that once the Order is placed and pick-up of the shipment is arranged for, the Buyer shall not be entitled to reject the booking, for any reason whatsoever (“**Non-Cancellation Date**”). Accordingly, the Buyer shall be entitled to cancel the Order at any time prior to the Non-Cancellation Date provided such cancellation is confirmed by Comet, in which case the Order shall stand cancelled at the behest of the Buyer, and the Seller shall be intimated by Comet of the same. Comet shall not be held liable for any and all losses borne by the Seller due to any cancellation of Orders, whether such cancellation is carried out prior to or subsequent to such Non-Cancellation Date.
- 5.7. If, however, the Buyer rejects an Order post the Non-Cancellation Date, the Seller shall be entitled to take any action as it may deem fit. For such a rejection, Comet shall also be entitled to take all action available to it, including black-listing or blocking the Buyer from using the Services on its Website.
- 5.8. The Buyer shall further be required to make payments to the Seller directly for availing the Freight Services, and Comet shall not be held liable for any such payments made. Notwithstanding anything to the contrary contained in this Clause, the Buyer shall have the option of making such payments to Comet, instead of the Seller, terms and conditions of such payments being acceptable to Comet. In such a scenario, the Seller hereby authorises Comet to collect these amounts from Buyer for and on behalf of the Seller, and Comet shall not be required to obtain any further consents from the Seller for the same. For further details on the payment processes to be followed, refer to the Section ‘Pricing & Fee’.
- 5.9. Once Comet receives confirmation from the Seller that the shipment has been delivered to the Buyer in accordance with the terms of the Order, Comet will request written confirmation from the Buyer regarding the same through the Website. If, however, the shipment is not received within the duration indicated in the Order or is not in accordance with the specifications indicated in the Order, the Buyer shall be required to inform Comet about the same through the Website. It is hereby clarified that any dispute relating to the delivery of shipment shall be resolved directly between the Buyer and the Seller, and Comet shall, under no circumstance, be held liable or responsible for the same.
- 5.10. Comet shall not be held liable for any loss of data, technical or otherwise, information, particulars supplied by the Buyer, due the reasons beyond its control like corruption of data or delay or failure to perform as a result of a Force Majeure Event.
- 5.11. Comet offers no guarantee or warranty that:
- 5.11.1. there would be a satisfactory response or any response at all, once the shipping requirements are provided by the Buyer;
 - 5.11.2. the Seller has the necessary licenses for providing the Freight Services under all applicable laws; or
 - 5.11.3. the Freight Services provided by the Seller pursuant to the Order placed will be provided skilfully and competently in a workmanlike manner.
- 5.12. The Buyer shall be solely responsible for undertaking appropriate and effective due diligence and related analysis before entering into any arrangement with a Seller, pursuant to these Terms. The Buyer acknowledges and agrees that Comet has not carried out any background checks or other verification relating to the Seller, and that Comet does not guarantee the quality of Freight Services being provided to the Buyer.

- 5.13. The Buyer shall further be solely responsible for co-ordinating and communicating with the Seller for the performance of the Order, in accordance with these Terms.

6. Specific Terms for Sellers

If you have created an Account on the Website as a Seller in accordance with these Terms, the following terms shall be additionally applicable to you.

- 6.1. The Services by Comet shall be provided for a term commencing from the date of creation of the Account by the Seller. At the time of creation of the Account by the Seller, the Seller warrants and agrees to maintain in full force for the duration of the Order(s), all consents, approvals, authorisations, licenses, orders, registrations, clearances and qualifications, (being of a governmental, corporate or other nature) necessary for the performance of the Freight Services by the Seller.
- 6.2. Post creation of the Account by a Seller, Seller shall be required to provide details of its rates to Comet, along with such other information as maybe required by Comet for the provision of Services to the Buyers. Notwithstanding anything to the contrary contained in the foregoing, Comet may, at its sole discretion, provide the option to the Seller to share rates with specific named Buyers or categories of Buyers. Should the Seller wish to exercise this option, the Seller shall be required to send an e-mail to support@gocomet.in.
- 6.3. The Seller hereby authorizes Comet to:
- 6.3.1. automate price quotes based on the rates they provide;
 - 6.3.2. advertise and promote their Freight Services on the Website; and
 - 6.3.3. create a public “profile page” for Sellers to share basic information with Buyers about their organization, services offered and reviews.

For this purpose, the Seller hereby provides Comet with a royalty-free, fully paid-up, worldwide, non-exclusive license to such use of the Seller’s information, names, logos and such use by Comet shall not constitute a violation or infringement of the Seller’s intellectual property. In addition to the above, in order for Comet to find more customers for the Seller, the Seller hereby authorizes Comet to appoint sub-agents who may also market the quotes that are generated for the Seller’s Freight Services *via* the Website.

By accepting these Terms, Comet shall not be required to obtain any further consent of the Seller to act as an agent for the Seller for the limited purpose indicated in these Terms.

- 6.4. The Sellers shall be solely responsible for ensuring that correct rates are furnished by them on the Website. It is hereby clarified that once the rates provided by the Sellers are published by Comet, such rates shall constitute fully binding offers on the part of the Sellers, and should a Buyer place an Order based on the specified rates, the Order shall become a binding contract between the Buyer and the Seller. This shall, however, not be applicable in case of Allowable Additional Charges incurred by the Seller during shipment of goods. If the Seller incurs any charges, after pick-up and during shipment of goods, due to reasons beyond the control of the Seller, being in excess of the rates quoted originally by the Seller, the Seller shall be required to intimate to the Buyer within 7 (Seven) days of the shipment, details of such charges and/or surcharges (as the case may be) (hereinafter referred to as, “**Allowable Additional Charges**”). If found acceptable to Buyer, the Order shall stand amended, specifically pertaining to the Buyer’s payment obligations as contained in the Order, subject to Clause 6.5 below.

6.5. In order for the Seller to be paid for Allowable Additional Charges, i.e., any updates to the Order and/or surcharges incurred by the Seller, the following guidelines have to be followed, unless otherwise agreed to by the Seller in the relevant Order:

6.5.1. The Seller shall be entitled to update an Order only if:

- (i) the dims or weight declared by the Buyer were significantly different (by more than 5%) to those measured after pick-up;
- (ii) the pallet count declared by the Buyer was different to that measured after pick-up;
- (iii) the Buyer failed to specify that the shipment is of a hazardous commodity, or requires other special care (including temperature control) and this was discovered after pick-up;
- (iv) any hold related to customs and/or security inspection or the like resulting in more than 3 (Three) days of warehousing, or additional trucking and handling charges;
- (v) customs clearance resulting in additional line items, tariff reclassification or other investigation not specified by the Buyer and/or not agreed to in the Order; and/or
- (vi) any of the external charges, caused due to differing information between the information supplied by the Buyer and the actual shipment, including but not limited to (a) additional charges/ storage fees; (b) container demurrage and detention; (c) warehouse storage and warehouse handling; (d) customs fines; and/or (e) additional charges resulting from a force majeure event/act of God.

6.5.2. The Seller may reasonably surcharge only if:

- (i) The shipment is poorly packed at the time of pick-up and requires repacking, provided however that proof of such requirement of repacking is given to Comet and the Buyer;
- (ii) commercial documents are not submitted by the Buyer to the Seller at least 2 (Two) days before estimated time of departure for ocean and 1 (One) day for airfreight;
- (iii) penalties from air or ocean carriers directly related to wrong information provided by the Buyer; and/or
- (iv) a pickup or delivery attempt was unsuccessful within a 2 (Two) hour window at the specified point of pick-up or delivery.

6.5.3. Notwithstanding anything to the foregoing contained in Clause 6.5.2 above, a Seller shall not be entitled to surcharge for anything else including (a) currency fluctuation; (b) changes in carrier rates or carrier surcharges; (c) chassis pick-up; (d) waiting times of less than 2 (Two) hours at the specified point of pick-up or delivery; (e) charges which Seller forgot to include in their rates; or (f) operational deficiencies, including missing rate filing, missing documents after departure.

6.6. The Seller shall also be required to specify separately cost of additional services such as, *inter alia*, customs brokerage, insurance, and costs for shipment of hazardous materials, carry to room of choice accessorial, etc., for inclusion or exclusion by the

Buyer (or Sellers may provide separate rates for hazardous materials, refrigerated goods etc.).

- 6.7.** Once an Order is placed, it shall be the sole responsibility of the Seller to execute the Order in accordance with the terms contained therein and the Seller shall not be entitled to cancel such an Order placed by the Buyer. If, however, the Seller cancels an Order at any time, the Buyer shall be entitled to take any actions as it may deem fit. For such a cancellation, Comet shall also be entitled to take all action available to it, including black-listing or blocking the Seller from using the Services on its Website. It is hereby clarified that Comet shall not be held liable for any failure by the Seller or delay thereof to effectuate the Order in accordance with the terms agreed to with the Buyer.
- 6.8.** The Seller shall be required to arrange shipment of the goods according to all the particulars listed in the Order. The Seller or their agent will contact the consignor to arrange specific pick-up details. The Seller shall be required to notify and provide Comet with the following key details:

 - 6.8.1. that the pick-up is completed;
 - 6.8.2. final dimensions/weights; and
 - 6.8.3. a copy of the House Bill of Lading/House Airway Bill (or Seller will provide when HBL/HAWB is issued).
- 6.9.** Furthermore, once the shipment is delivered in accordance with the terms of the Order, the Seller shall be required to inform Comet about the same through the Website.
- 6.10.** The Seller shall be solely responsible for updating its rates provided to Comet from time to time. Comet cannot and will not be liable for any loss or damage arising from the Seller's failure to comply with this Clause.
- 6.11.** Comet shall not be held liable for any loss of data, technical or otherwise, information, particulars supplied by the Seller, due the reasons beyond its control like corruption of data or delay or failure to perform as a result of a Force Majeure Event.
- 6.12.** Comet offers no guarantee or warranty that:

 - 6.12.1. there would be a satisfactory response or any response at all, once the rates are provided by Comet to the Buyer;
 - 6.12.2. the Sellers will be able to fully or partially collect the amounts due to them from the Buyer; or
 - 6.12.3. using the Website or Services will result in higher number of customers or increased revenue for the Seller or its/his business.
- 6.13.** The Seller shall be solely responsible for undertaking appropriate and effective due diligence and related analysis before entering into any arrangement with a Buyer, pursuant to these Terms. The Seller acknowledges and agrees that Comet has not carried out any background checks or other verification relating to the Buyer.
- 6.14.** The Seller shall further be solely responsible for co-ordinating and communicating with the Buyer for the performance of the Order, in accordance with these Terms.

7. Payment Terms

- 7.1. You hereby agree that you shall be liable for all fees and charges associated with your use of the Website and the Services. Comet may charge you for provision of the Services, including applicable taxes, further details of the fees payable (including, but not limited to the terms pertaining to such fees and the quantum thereof), has been set out in the Section 'Pricing & Fee'.
- 7.2. Payments made to Comet for the Services shall be non-refundable under all circumstances.
- 7.3. All payments made for the use of the Website by you shall be compulsorily in Indian Rupees.
- 7.4. While availing any of the payment method/s available on the Website for availing the Services, Comet will not be responsible for or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:
 - 7.1.1. Lack of authorization for any transaction(s), or
 - 7.1.2. Exceeding the preset limit mutually agreed by you and between bank/s, or
 - 7.1.3. Any payment issues arising out of the transaction, or
 - 7.1.4. Rejection of transaction for any other reason(s) whatsoever.
- 7.5. You acknowledge that Comet will not be liable for any damages, interests or claims, losses resulting from or suffered on account of not processing a transaction/ transaction amount or any delay in processing a transaction/ transaction amount which is beyond the control of Comet.
- 7.6. Comet holds the authority to temporarily/permanently suspend/terminate your Account or refuse access in case of non-payment of fees due by you to Comet. Comet also reserves the right to take legal action for the same.

8. Nature of Services

You understand and acknowledge that the Services are being provided and made available on an "AS IS" and "AS AVAILABLE" basis. The Website may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto. You assume all risks and costs associated with your use of the Services, including without limitation, any costs incurred for the use of your device and any damage to any equipment, software or data.

9. Use of the Website and Services

- 9.1. You agree, undertake and covenant that, during the use of the Website, you shall not host, display, upload, transmit or share any information that:
 - 9.1.1. belongs to another person or entity and to which you do not have any right.
 - 9.1.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another person's privacy, hateful or racially or ethnically objectionable, or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever.
 - 9.1.3. is misleading in any way.

- 9.1.4. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".
 - 9.1.5. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, e-mail address, physical address or phone number) or rights of publicity.
 - 9.1.6. provides instructional information about illegal activities such as violating someone's privacy, or providing or creating computer viruses.
 - 9.1.7. tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, or other areas of the Website or solicits passwords or personally identifying information for commercial or unlawful purposes from other users of the Website.
 - 9.1.8. engages in commercial activities without Comet's prior written consent such as engages in sweepstakes, barter, advertising etc.
 - 9.1.9. interferes with another user's use of the Website.
 - 9.1.10. refers to any website or URL that, in Comet's sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms.
 - 9.1.11. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.
 - 9.1.12. contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, diminish value of, covertly intercept or steal any system, data or personal information.
 - 9.1.13. violates any law for the time being in force.
- 9.2.** You understand and acknowledge that Comet has spent significant efforts in creating this platform for connecting the Buyers with the Sellers. You hereby undertake not to establish any direct or indirect contact with the Buyer or Seller, as the case may be, other than through the Website, except as otherwise provided in these Terms.
- 9.3.** When Comet introduces a Buyer and a Seller through the Website, the Buyer and Seller shall transact exclusively through Comet for 12 (Twelve) months from the date of introduction or the last order between them, whichever is later ("**Non-Circumvention**"). Comet reserves the right to charge both the Buyer and Seller such penalty as it may deem fit. Comet also has the right to terminate or suspend your respective Accounts, or to do any combination of the foregoing in respect of any breach of this Clause by the Buyer and Seller. Non-Circumvention will, however, not apply if:
- 9.3.1. the Seller had provided services directly to the Buyer in the previous 6 (Six) months prior to their first transaction on the Website, as evidenced by an actual invoice

- 9.3.2. the consummation of the transaction between the Buyer and the Seller is the result of a general solicitation which would have occurred irrespective of whether Seller and Buyer were previously introduced by Comet; or
- 9.3.3. those services, being provided, are not offered on the Website.
- 9.4. You must comply with the provisions contained in these Terms and the Privacy Policy. Comet may review your conduct for compliance purposes, but shall have no obligation to do so. Accordingly, Comet shall have the right, but not the obligation, to monitor access to or use of the Website or to review or edit any of your content on the Website, for the purpose of (a) operating the Website; (b) ensuring compliance with these Terms or applicable laws or other legal requirements; or (c) to improve the user experience, at its sole discretion.
- 9.5. You acknowledge that the Services are for your use. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.
- 9.6. The provision of Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. Comet strives to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Comet isn't liable for any disruption or loss you may suffer as a result.
- 9.7. Comet may discontinue some or all of the Services, including certain features and the support for certain devices and platforms, at any time.
- 9.8. Subject to these Terms and the Privacy Policy, you hereby grant to Comet a non-exclusive, worldwide, royalty-free right to (a) collect, store and transmit your data, in each case solely to the extent necessary to provide the Services to you, and (b) share your data or interact with other people, to distribute and publicly perform and display your data as you direct or enable through the Services.
- 9.9. You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all your data to Comet and to grant the rights granted to Comet in these Terms and (ii) your data and its transfer to and use by Comet as authorized by you under these Terms do not violate any laws or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under these Terms and the Privacy Policy, Comet assumes no responsibility or liability for your data, and you shall be solely responsible for your data and the consequences of using, disclosing, storing, or transmitting it. Comet is not responsible in anyway whatsoever for what you choose to do with the data.
- 9.10. Comet shall be entitled to obtain and aggregate technical and other data about your use of the Website and Services that is non-personally identifiable with respect to you, whether as a Buyer or a Seller ("**Aggregated Anonymous Data**"). Comet shall further be entitled to use the Aggregated Anonymous Data to improve, support and operate the Services. It is however clarified that you will not be identified as the source of any Aggregated Anonymous Data and no personal information will be collected as a part of Aggregate Anonymous Data.
- 9.11. Notwithstanding anything to the contrary contained in these Terms, Comet may, at its sole discretion, conduct a background check on the Buyer and/or Seller and on the information provided by the Buyer and Seller to Comet. Comet shall additionally be entitled to carry out an inspection or audit including through appointment of any consultants and auditors, as it may deem fit, to inspect and audit books and records of the Buyer and/or Seller for

the purpose of confirming their compliance with these Terms or otherwise. The Buyer and the Seller shall co-operate with Comet and/or their consultants and auditors in this respect.

9.12. It is hereby clarified that you, whether as a Buyer or Seller, are not an agent, contractor, employee or affiliated entity of Comet and Comet shall not in any way supervise, direct or control performance of the Freight Services.

9.13. All communication exchanged between the Buyer and Seller shall be through the Website only. In the alternate, you may communicate with the Buyer or Seller, as may be applicable, via e-mail, provided that in all such e-mail communication, Comet is kept duly notified by marking Comet on the same at support@gocomet.in.

10. Agreement to receive Mails

You hereby by way of accepting these Terms consent to the receipt of communication from Comet by way of e-mails and newsletters.

11. Feedback

11.1. The Website may allow you to post your review and experience of using the Website ("**Reviews**") in order to improve the Website and the user experience.

11.2. You, being the originator of the Reviews, are responsible for the Reviews that you upload, post, publish, transmit or otherwise make available on the Website. You represent that all such Reviews will be in accordance with applicable law. You acknowledge that Comet does not endorse any Reviews on the Website and is not responsible or liable for any Reviews. Comet reserves the right to disable access to the Reviews on the Website.

11.3. You hereby grant Comet a perpetual, non-revocable, worldwide, royalty-free and sub-licensable right and license to use, copy, distribute, display, publish, transmit, make available, reproduce, modify, adapt the Reviews in any manner as deemed appropriate by Comet in any form including but not limited to print, broadcast, online and across any and all websites and platforms owned by Comet.

11.4. You further represent and warrant that while posting any Reviews on the Website you shall not use any offensive, libellous, derogatory, hateful or racially or ethnically objectionable language. Further, you shall not post any content on the Website that is obscene, pornographic, constitutes an "indecent representation of women" as provided in the Indecent Representation of Women (Prohibition) Act, 1986.

12. Integration with Third Party Service Providers

The Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. You hereby acknowledge and understand that when you use third-party services, their own terms and privacy policies will govern your use of those services. Since these are not Comet's services, Comet will not be responsible for any use, disclosure, modification or deletion of your information or data that is transmitted to, or accessed by, such third party.

13. Limitation of Liability

You hereby acknowledge that Comet (including but not limited to its, directors, employees, agents or partners) shall not be held liable to you for any special, consequential, incidental, and exemplary or punitive damages, or loss of profit or revenues. Comet shall also not be liable under any circumstances for damages arising out or related in any way to your inability to access, or

your difficulty in accessing the Website, any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Website by any third party, any loss of your data, any claim relating to your data or content from the Services, your failure to keep your password or Account details secure and confidential. If any disputes arise between the Buyer and the Seller, you hereby agree that Comet shall not be held responsible in any manner whatsoever.

14. Representations

You hereby represent and warrant that you have validly entered into these Terms and have the legal power to do so. You further represent and warrant that you shall be solely responsible for the due compliance with these Terms.

15. Disclaimer of Warranties

THE WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE (COLLECTIVELY, THE "CONTENTS") ARE PROVIDED BY COMET ON AN "AS IS" "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. COMET MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, THE ACCURACY OR COMPLETENESS OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION. COMET SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENT OR INFORMATION. YOU EXPRESSLY AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK. COMET WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEBSITE OR THE SERVICES INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, AND PUNITIVE DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, COMET DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE WEBSITE AND ITS CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

16. Indemnification

You shall indemnify and hold harmless Comet, its owners, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any and all claims or demands, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms, Privacy Policy and other policies, or your violation of any law, rules or regulations or the rights (including infringement of any intellectual property rights) of a third party.

17. Only a Platform

You hereby acknowledge and agree that the Website is strictly a technology platform and infrastructure for connecting Buyers and Sellers. Comet shall not be liable for any reason whatsoever for the Services and for any transactions consummated on the Website, and shall bear no liability for the consequences to either the Buyers or the Seller, arising from their use of the Website. You shall be solely responsible for any and all transactions facilitated on the Website through the Account.

18. Content and Intellectual Property Rights

18.1. Comet solely and exclusively owns copyrights, trademarks, service marks, logos, trade names, and other intellectual and proprietary rights associated with the Services and content on the Website and is protected under Indian law.

- 18.2.** You hereby acknowledge that the Services constitute original works and have been developed, compiled, prepared, revised, selected, and arranged by Comet through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of Comet and such others. You thereby agree to protect the proprietary rights of Comet during and after the term of these Terms. You may not selectively download portions of the Website without retaining the copyright notices. You may download material from the Website only for the purpose intended by these Terms.
- 18.3.** Any infringement shall lead to appropriate legal proceedings against you at appropriate forum for seeking all available remedies under applicable laws of the country.

19. Termination of Access to Services

- 19.1.** Your access to the Services can be terminated at any time by:
- 19.1.1. You; by ceasing to use the Website, provided all the pending Orders have been duly given effect to.
 - 19.1.2. Comet; in its sole discretion for any reason whatsoever, including your violation of these Terms and/or the Privacy Policy or lack of use of Services.
- 19.2.** Except in cases where an Order has been placed, a Seller is entitled remove their rates from the Website, at any time, by deactivating their tariffs and contacting Comet at support@gocomet.in.
- 19.3.** You acknowledge that the termination of your access to Services may be affected without any prior notice, and Comet may immediately deactivate or delete your Account and all related information and/or bar any further access to your Account or the Services. Further, you agree that Comet shall not be liable for any discontinuation or termination of Services by any third party.
- 19.4.** You further acknowledge that upon termination of Account, Comet will have no obligation to maintain or provide any data and may thereafter, unless legally prohibited, delete all data in Comet's systems or otherwise in its possession or under its control.
- 19.5.** The disclaimer of warranties, the limitation of liability, and the governing law provisions shall survive any termination of these Terms.

20. Removal of Data

Comet will remove, limit sharing of, or disable access to your data if it determines that your data violates these Terms or if Comet receives a complaint from another user or if Comet receives a notice of intellectual property infringement, or other legal notice for removal. You agree that upon removal of Data, Comet shall not be held responsible for not providing you access to the data.

21. Data Loss

- 21.1.** Comet implements adequate security procedures to protect your data from security threats. However, you understand that use of the Website necessarily involves transmission of your data over networks that are not owned, operated or controlled by Comet, and Comet shall not be responsible for any of the data lost, altered, intercepted or stored across such networks. Comet cannot guarantee that its security procedures will be error-free, that transmissions of your data will always be secure or that unauthorized third parties will never be able to breach our security measures or those of its third-party service providers. Before enabling any sharing functions to

communicate with any such website or otherwise visiting any such website, Comet strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website.

- 21.2.** While Comet tries to keep the Website bug-free and secure, it cannot guarantee that it will be successful in doing so, therefore, your use of the Website is at your own risk. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of your data. Comet will have no liability towards you for any unauthorized access to or use of any of your data, or any corruption, deletion, destruction or loss of any of your data.

22. Privacy Policy

As elaborated under the Privacy Policy, Comet will keep all confidential information confidential and shall not disclose it to anyone except as required by law, and shall ensure that such confidential information is protected with security measures and a degree of care that it would apply to its own confidential information. Comet acknowledges that its employees, directors, agents and contractors shall use the confidential information only for the intended purpose for which it is provided. Comet shall use all reasonable endeavours to ensure that its employees, directors, agents and contractors acknowledge and comply with the provisions of these Terms of confidentiality as if such person was subject to these Terms of confidentiality. If you object to your information being transferred or used, please do not use the Website.

23. Publicity

You grant Comet the limited, non-assignable and royalty free right to use the name of your organisation and its logo as a reference for marketing or promotional purposes on the Website and in other public or private communications. In case you do not want your organisation to be listed, you may send an e-mail to support@gocomet.in stating that you do not want the name of your organisation to be used as a reference.

24. Force Majeure

Comet shall not be liable to you for its failure to perform or for delay in providing you access to your Account or to the Website, due to occurrence of a Force Majeure Event.

25. Governing Law

These Terms shall be governed by and interpreted and construed in accordance with the laws of India. The courts of Mumbai shall have exclusive jurisdiction over any disputes arising under these Terms.

26. Assignment

It is expressly agreed by the parties that Comet may assign all or part of its rights or duties under these Terms without such assignment being considered a change to these Terms and without notice to you, except to the extent provided by law.

27. Grievance Redressal Mechanism

In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: [•]

Address: [•]

Cell: [•]

E-mail: [•]

If you wish to make a complaint regarding any violation of the provisions of these Terms, you may send a written complaint to the Grievance Officer, who shall redress the complaint in accordance with the provisions of the Information Technology Act, 2000 and Rules made thereunder.

28. How to Contact Us

If you have questions or concerns about these Terms, please contact Comet at support@gocomet.in.