

# TERMS AND CONDITIONS

Thank you for using ROADWE (“App”) Services. These Terms of Use, together with ROADWE VENTURES PVT LTD Privacy Policy, shall apply to the users of the app as and when they visit, browse, access data and, create pdf, upload or download documents, access or otherwise use the App.

By using the App, you acknowledge and signify that you have read, understood, and agree to be bound by these Terms and Conditions. You must agree to these Terms and Conditions in order to access or use the App. You may not use the services if you do not accept the terms or are unable to be bound by the terms.

## Scope of these terms

These Terms of Use only apply to your activities when using the App,web app or its contents. The following General Terms and Conditions apply to all services rendered between Roadwe and Users of this app/site whether a fleet owner ,boker,transport contractor,driver or in any other capacity. The ROADWE through this app provides a platform that transporters ,brokers or commission agents make their Bilty online and send this to anyone right from their phone to make easy and seamless transportation, saving their valuable time . Deviations from these conditions are only binding if confirmed in writing and these General Terms and Conditions will apply to all additional services or revised services.

## General Policies

During the term of the Plan, Plan members will receive support for an unlimited number of incidents. Roadwe Ventures pvt. Ltd reserves the right to limit each contact (telephone or electronic) to one incident as defined below. Roadwe Ventures pvt. Ltd may also limit or terminate support service to, or may elect not to renew the membership of, any Plan member who uses the service in an irregular, excessive, abusive or fraudulent manner. Terms, conditions, support features, procedures, pricing and support availability for future periods are subject to change at any time without notice. Coverage is non-transferable and is valid for the Plan member only. Resale or transfer of membership rights is strictly prohibited, and will be grounds for termination or non-renewal of Plan member's membership.

# Rights and Responsibilities of Use

The users agree not to:

- Use the services to obtain unauthorized access to the services, systems, network or data;
- Violate any applicable laws or regulations;
- Make available any content that you do not have the right to make available or that infringes any patent, trademark, copyright or other proprietary rights of any person or entity;
- Make available viruses or any other computer code, files, programs or content designed to interrupt destroy or limit the functionality of the services and affect other users;
- Interfere with or disrupt the services or servers, systems or networks connected to the services in any way.

## Product Upgrade Limitations

During the subscription period, Plan members will be notified when and if new ROADWE VENTURES PVT LTD NEW version upgrades become available. Plan members will NOT be entitled to receive a version upgrade generally commercially released after the expiration date of a Plan SUBSCRIPTION ..

## Confidentiality

The ROADWE app shall in no event be liable for any direct, indirect, special, consequential or other damages arising out of the use of this app or any information or images contained therein, including without limitation, lost profits, business interruption and loss of programs or other data. Each party is obliged to

treat any data and information not publicly accessible as confidential and to use these exclusively for the purpose intended.

The confidentiality rule does not apply to data and information that must be passed on to third parties, especially public authorities, due to legal obligations. The other party is to be informed about such obligations without delay.

## Exclusion or Limitation of Liability:

The roadwe app and services:

- Shall not take responsibility or liability for the pricing and payment terms of contract entered between Vehicle owner and consignor/consignee, transport contractors and agents using this app as a platform;
- Shall not take responsibility or liability for any dispute arising between consignor or consignee or vehicle owner(or Lorry provider) or driver regarding quantity, quality, packing, assembling, etc. of goods conveyed with the help of this Application;
- Shall be harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to use or misuse of the services or of the app, any violation by user of these Terms and Conditions, or any breach of the representations, warranties, and covenants made herein;
- Shall not liable for any late pickup, late delivery, early arrival, early delivery any waiting charges and also if user procure the freight without pickup service and/or delivery service, they themselves are responsible for delivering the shipment to the designated drop-off and/or pickup point;
- Shall not be responsible for goods or services or the terms on which services may be procured or availed using this application as a platform. If user chooses to procure or avail such goods or services, user should carefully evaluate them and the terms upon which you are availing them;
- Shall not be responsible for any natural loss, damage, deterioration of goods involved including on account of pilferage, theft, accident, natural calamity or any other similar cause;
- Shall not be liable for any conduct of the drivers of the vehicles. Users may notify complaints against driver of any vehicle that you may have hired using this platform;

- Shall not be liable for performance of service as earlier agreed by user parties; and
- May ask you for feedback of listed vehicles users from whom the users would have availed services.

The user of the app acknowledges and agrees that they shall be liable for checking the contents, packing, addressing, labeling and handling of the goods, carriage, invoice, shipping, instruction or waybill.

Roadwe is only a services platform their transporter can make their bilty or invoice easily and from our RTO consulted service they can search their nearest RTO and get consulted with them to make their work efficient.

- Roadwe shall not be liable for any fraud, missing or any kind of transaction.

Parties should be checked themselves and confirmed before making any kind of transaction with any Transporter consulted or other parties.

## Intellectual Property

The ROADWE name and logo, and other trademarks, service marks, graphics and logos used in connection with the App are trademarks of Roadwe Ventures Private Limited. Other trademarks, service marks, graphics and logos used in connection with the App are the trademarks of their respective owners (collectively “Third Party Trademarks”). The Roadwe Trademarks and Third Party Trademarks may not be copied, imitated or used, in whole or in part, without the prior written permission of the applicable trademark holder. The App and the content featured in the App are protected by copyright, trademark, patent and other intellectual property and proprietary rights which are

# General law and Jurisdiction

Except as otherwise set forth in these Terms, these Terms shall be governed by Indian laws and the parties submit to the exclusive jurisdiction of Indian courts to resolve any dispute between them arising under or in connection with these App Terms.

If any provision (or part of a provision) of these App Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law. reserved to trademark holders and its licensors.

Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any "Dispute") shall be first mandatorily submitted to mediation proceedings in terms of the Indian law. If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under the Indian laws, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 ("Act"). The Dispute shall be resolved by one (1) arbitrator to be appointed by Roadwe Ventures Private Limited. The place of both mediation and arbitration shall be Raipur, Chhattisgarh, India. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, any correspondence from

the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

## **Refund and cancellation Policy**

- **Roadwe is only a service provider,Customers do their subscription recharge for using roadwe services.we don't need any cancellation or shipping policy for the same.**
- **If a customer Fails to subscribe ,an amount will be deducted from his account so he/she simply calls our executive to update his package.**
- **If a customer recharges more than one time in the same package, he/she gets extra subscription days according to this pack recharge.Company will not initiate any refund in this condition.**