

MERCHANT AGREEMENT
HIPSHIP 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 as “**Merchant**” or “**you**” or “**User**”); and **Hipship Online Service Private Limited**, a company registered under the Companies Act, 1956, having its registered office at 35/2 Langford Road Cross, Bangalore 560027 offering ‘Logistics Management Services’, under the name ‘**Hipship**’ (hereinafter referred to as “**we**” or “**Hipship**” or “**Company**”, and together with the User referred jointly as the “**Parties**” and individually as a “**Party**”).

Introduction

This Agreement becomes effective as soon as you register for the Services (defined below) or click the “Continue” button, signifying your acceptance of the terms outlined herein.

By registering or clicking “Continue,” you confirm your full, unconditional acceptance of all provisions in this Agreement. This Agreement establishes the legal framework governing your use of Hipship’s platform (“Website”) and outlines how Hipship will manage your account while you remain a user. For any questions regarding these terms, please contact us at **contact@hipship.com**.

We encourage you to review this Agreement thoroughly. By accessing our Services, you affirm that you understand, agree to, and will adhere to all terms and conditions specified herein. Failure to comply with these terms may result in legal consequences.

The Website and related services offered by Hipship and its affiliates provide a seamless platform for managing logistics, enabling efficient e-commerce operations tailored to your needs across India and select international destinations (“Services”).

This Agreement outlines the terms and conditions for utilizing the Services, primarily via a web-based logistics management platform hosted and managed online.

This document is considered an electronic record under the Information Technology Act, 2000, and does not require physical or digital signatures. It complies with Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011, mandating the publication of rules, privacy policies, and terms of usage for accessing or using the platform.

Hipship retains the right to modify the terms of this Agreement at any time without prior notification. Continued use of the Services after such modifications implies your acceptance of the updated terms.

Additional terms, standard operating procedures (SOPs), service-level agreements (SLAs), and other applicable policies are incorporated into this Agreement and constitute an integral part. Any violation of these terms will be deemed a breach of this Agreement.

Access to and use of the Services remains at the sole discretion of Hipship.

1. USAGE OF USER ACCOUNT

1.1 Agreement Scope

This Agreement serves as the overarching contract that governs the relationship between the Parties concerning the business-to-business (B2B) services provided by **Hipship**. These services are outlined in detail in Annexure-A (Hipship Service Specifications). By agreeing to these terms, Hipship grants the User access to the Website and Mobile App for the sole purpose of placing orders, managing deliveries, and communicating in accordance with this Agreement. All materials on the platform, including text, graphics, logos, button icons, software code, and other content ("Hipship Content"), are the intellectual property of Hipship and are protected under copyright, trademark, and other relevant laws. Users are prohibited from altering, reproducing, distributing, or using Hipship Content without prior written consent.

1.2 Non-Transferability

The User agrees not to share, transfer, or sublicense their login credentials or rights to use the Services to any third party under any circumstances. Users bear full responsibility for ensuring that any authorized individuals comply with the terms of this Agreement. Any breach of these terms by authorized individuals will be considered a breach by the User, for which Hipship bears no liability.

1.3 Individual Account Usage

Account sharing is strictly prohibited. Each User must maintain the confidentiality of their login credentials and passwords associated with accessing the Services.

1.4 Accuracy of Information

The User guarantees that the information provided to Hipship is accurate, complete, and up-to-date. Any contact information, including phone numbers, must be registered in the User's name, and supporting documentation may be requested to verify this.

1.5 Lawful Usage

The Services provided by Hipship must only be used for lawful purposes. Impersonation or engaging in unauthorized activities through the platform is strictly prohibited.

1.6 Compliance with Policies and Laws

Users are expected to use the Services in accordance with this Agreement and all applicable laws, regulations, and industry best practices. This includes adhering to export control laws governing the transfer of goods, data, or software across borders.

1.7 Permitted Access

Accessing Hipship's Services through unauthorized methods is not allowed. Users must use only the interfaces provided by Hipship unless explicitly permitted under a separate agreement.

1.8 No Interference

Users must refrain from any actions that disrupt or interfere with the Services or the underlying infrastructure, including servers and networks.

1.9 Responsibility for Breach

The User acknowledges that they are solely accountable for any breaches of this Agreement, including any resulting consequences, damages, or losses incurred by Hipship.

1.10 Use at Own Risk

The Services are provided "as is" and "as available." The User acknowledges that their use of the platform is at their own risk. Customizations or modifications to the platform may be implemented at Hipship's discretion.

1.11 Compliance with Changing Regulations

The User agrees that the terms of this Agreement and access to Hipship's Services may be modified or revoked in response to changes in government regulations, policies, or applicable local laws.

2. FEES AND PAYMENT TERMS

2.1 Payment Obligations

Under this Agreement, the User is required to pay all applicable fees and charges to Hipship as specified in this Agreement or as mutually agreed upon by the Parties.

2.2 Changes in Fees

Hipship reserves the right to introduce additional services with separate fees or revise charges for existing services at its sole discretion. Any updates to fees will take effect as stated before the service is delivered and will be binding.

2.3 Subscription Payments

For subscription-based services, you authorize Hipship to automatically deduct applicable charges at the beginning of each billing cycle or as per the agreed intervals. By subscribing, you accept and agree to comply with any adjustments in the fee structure.

2.4 Accuracy of Billing Information

You must ensure the billing details provided to Hipship are accurate and legitimate. You are prohibited from using unauthorized or fraudulent payment credentials.

2.5 Fee Compliance

The User agrees to pay all fees associated with the use of Hipship's Services and any additional services outside the defined scope of this Agreement. Circumventing or attempting to bypass the fee structure is not permitted.

2.6 Responsibility for Taxes

The User is solely accountable for any taxes, statutory registrations, and compliance with applicable laws. Hipship bears no responsibility for the User's tax obligations or compliance issues.

2.7 Tax Applicability

Unless explicitly mentioned, all fees are exclusive of taxes. Goods and Services Tax (GST) and any other statutory taxes will be charged on all transactions.

2.8 Completion of Payment

Payments are deemed complete only after the full amount, including any additional charges, is successfully credited to Hipship's designated bank account.

2.9 Invoicing Schedule

Hipship will issue invoices for services and freight charges (where applicable) twice a month—preferably mid-month and at month-end. These invoices will be accessible via the User's dashboard on the Hipship platform.

2.10 Invoice Settlement

Invoices must be settled within seven (7) days of issuance. Specific terms for prepaid accounts are outlined in Clause 4 of Annexure-A.

2.11 Default in Payment

If the User fails to clear the invoice or any outstanding charges by the due date, Hipship reserves the right to:

- Retain and adjust the pending amount from the Cash on Delivery (COD) funds received from the User's customers.
 - Hold or dispose of shipments in possession of Hipship's logistics partners.
 - Apply an interest rate of 18% per annum on overdue amounts until full payment is made.
 - Forfeit any security deposit held by Hipship.
- The User also agrees to bear freight charges (forward and return-to-origin) from the time a shipment is picked up or marked for RTO. Hipship may recover such charges through various means, including adjustments from COD funds.

2.12 Account Closure or Termination

Upon account closure, termination, or Agreement expiration, Hipship will deduct any outstanding fees or freight charges from the User's COD funds. Any remaining COD balance will be refunded within ten (10) days, subject to reconciliation of all shipments. If COD funds are insufficient, the User must clear the outstanding balance within five (5) days. Delays in payment will incur 18% annual interest and may lead to forfeiture of the User's security deposit.

2.13 Claim Submission for Non-Connectivity

For claims regarding shipment non-connectivity (e.g., pickup completed but not processed), the User must submit the signed pickup manifest within three (3) days of the pickup date. Claims without proper documentation will be considered invalid.

2.14 COD Transactions

For COD shipments, Hipship's logistics partner will collect payments from the end customer and remit the amount to Hipship. Hipship will then transfer the balance to the User after deducting

freight and applicable charges. The User appoints Hipship as their agent solely for COD collection purposes. Hipship holds no ownership over the goods being shipped.

2.15 Credit Limit Allocation

Hipship may, at its discretion, assign a credit limit to the User for Service utilization within a specified timeframe.

2.16 Fee Modifications

Hipship reserves the right to modify the fee structure. Notices of such changes will be provided through the User's dashboard or email. If the User does not object within the stipulated timeframe, the revised fee structure will automatically apply.

2.17 Payment Information Confidentiality

To process payments, Hipship may require details such as bank account information or credit card numbers. The User is responsible for maintaining the confidentiality of this information.

3. LIABILITY

3.1 Limited Responsibility

Hipship will not be held liable for any loss, damages, injuries, or expenses incurred by the User as a result of any actions taken by Hipship with the User's prior consent.

3.2 Disclaimer of Warranties

Hipship does not provide any assurances, warranties, or guarantees, whether explicit or implied, regarding the Services. Furthermore, Hipship does not verify any information or content provided by Users and disclaims all liability to the fullest extent allowed by law for any outcomes arising from the User's reliance on or use of the Services.

3.3 Exclusion of Damages

Notwithstanding any conflicting terms in this Agreement, neither Hipship nor its directors, officers, employees, agents, or third-party service providers (collectively, the "Protected Entities") shall be responsible for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages. This includes damages arising from the use or inability to use the Services, loss of data, revenue, or business opportunities, even if the Protected Entities were informed of the likelihood of such damages. The aggregate liability of the Protected Entities to the User for all claims, damages, and losses under this Agreement shall not exceed the amount outlined in Clause 8 of Annexure-A.

3.4 User Obligations

Hipship shall not be responsible for any failure on the part of the User to deliver agreed-upon services or for any activity connected to the User's Services.

3.5 Third-Party Liabilities

The Protected Entities are not liable for any acts or omissions by third parties, including vendors, nor for unauthorized interception of communication or privacy breaches that result from actions

of the User or third parties. Additionally, Hipship assumes no liability for issues caused by equipment or systems not provided by Hipship.

3.6 Loss of Cash on Delivery (COD) Amounts

Hipship is not responsible for losses, including COD amounts, in cases of theft, coercion, or forcible seizure by the User's buyer or customer. Addressing such incidents is the sole responsibility of the User, who is required to undertake any necessary legal measures and compensate logistics partners if applicable.

3.7 Dispute Resolution

The User agrees to address and resolve any disputes raised by buyers within 24 hours of being notified. Failure to do so will authorize Hipship to withhold COD remittances until the dispute has been resolved to Hipship's satisfaction.

4. GENERAL REPRESENTATIONS AND WARRANTIES

Both Parties affirm and guarantee the following to one another:

1. They possess all the necessary rights, powers, and authority required to enter into and execute this Agreement fully.
2. The execution and implementation of this Agreement will not conflict with or violate any applicable laws, nor will it breach any agreements, covenants, judicial orders, judgments, or decrees binding upon or applicable to them.

5. INDEMNITY

5.1 The User ("Indemnifying Party") agrees to indemnify, defend, and hold harmless Hipship, its affiliates, officers, directors, employees, contractors, consultants, licensors, third-party service providers, agents, and representatives ("Indemnified Party") from and against any claims, demands, actions, liabilities, costs, interest, damages, or expenses of any nature (including all legal costs and charges) that may be incurred by the Indemnified Party as a result of:

- (a) The Indemnifying Party's use of the Services;
- (b) A breach of this Agreement or any applicable terms by the Indemnifying Party or its representatives;
- (c) Non-compliance with applicable laws by the Indemnifying Party or its representatives;
- (d) Any negligent or wrongful actions or omissions by the Indemnifying Party or its representatives;
- (e) Claims made by third parties arising from actions undertaken by the Indemnifying Party or its representatives; and
- (f) Duties, taxes, levies, or other charges imposed on shipments.

5.2 Hipship shall promptly notify the User of any claim, loss, or liability. The User agrees to provide reasonable assistance, at their own expense, to Hipship in defending such claims or liabilities.

6. COMPLIANCE WITH LAWS

6.1 Both Parties agree to:

- (a) Strictly adhere to all applicable laws, including local, national, and international regulations, relevant to their obligations under this Agreement;
- (b) Bear responsibility for any required fees, taxes, or charges imposed by such laws; and
- (c) Maintain all necessary licenses, permits, authorizations, and registrations essential for fulfilling their responsibilities under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

7.1 To fulfill the obligations of this Agreement, both Parties may access confidential information provided by the other. The party receiving such information ("Receiving Party") acknowledges that the party sharing it ("Disclosing Party") retains full ownership of its confidential information and associated intellectual property rights.

7.2 Confidential information is shared under the understanding that no rights are transferred or implied unless explicitly granted.

7.3 The Receiving Party agrees to:

- (a) Use the confidential information only to fulfill obligations under this Agreement and not disclose, exploit, or use it for any purpose without prior consent;
- (b) Protect the confidential information with the same care it applies to its own sensitive data, ensuring that employees, advisors, and contractors treat it confidentially;
- (c) Restrict access to the information to only those individuals who require it to fulfill this Agreement;
- (d) Refrain from copying or reproducing the confidential information unless necessary for internal purposes; and
- (e) Return or destroy all copies of the confidential information upon the termination or expiration of this Agreement, unless otherwise permitted.

7.4 These obligations do not apply to information that:

- (a) Is already in the public domain or becomes public through no fault of the Receiving Party;
- (b) Was independently developed without using the Disclosing Party's information;
- (c) Is disclosed under legal requirements.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The User acknowledges that all Intellectual Property rights in materials developed by Hipship and provided to the User shall remain the exclusive property of Hipship.

8.2 The User agrees and confirms that any Intellectual Property created or developed by the User, including materials generated while performing Services under this Agreement, shall belong to Hipship.

8.3 Each Party shall retain ownership of any Intellectual Property already developed or owned prior to the execution of this Agreement.

8.4 Both Parties recognize that third-party Intellectual Property rights shall remain the exclusive property of their respective owners.

9. NON-SOLICITATION

9.1 The User agrees that during the term of this Agreement and for a period of 36 (thirty-six) months after its termination, they shall not directly or indirectly solicit, influence, or attempt to persuade any client, customer, supplier, vendor, or partner of Hipship to cease or reduce their business dealings with Hipship.

10. TERM AND TERMINATION

10.1 This Agreement shall commence on the date the User begins using the Services in any capacity and shall remain in effect until terminated by either Party, as outlined herein.

10.2 The User may terminate the Agreement with a 30 (thirty) day written notice, subject to the terms specified in the annexure for ongoing Services. During this period, Hipship will assess any pending obligations related to Services or dues. The User is responsible for clearing any outstanding fees or charges for Services availed under this Agreement. Hipship shall not be liable for any consequences arising from the termination of the User's access to the Services.

10.3 Hipship reserves the right to terminate this Agreement immediately under the following conditions:

- (a) If the User breaches any terms of this Agreement;
- (b) If Hipship determines that the User's actions could cause legal liabilities for Hipship or are inconsistent with the terms of the Services or this Agreement;
- (c) For any reason Hipship deems fit, at its sole discretion, without prior notice.

10.4 Upon suspension, indefinite suspension, or termination, the User may not continue to access the Services using the same account, a different account, or by re-registering under a new account unless explicitly authorized by Hipship.

11. MISUSE OF THE SERVICES

11.1 Hipship reserves the right to restrict, suspend, or terminate the account of any User who misuses the Services. This includes but is not limited to:

- Creating multiple or fraudulent profiles;
- Infringing Intellectual Property rights;
- Violating the terms and conditions of this Agreement;
- Engaging in any conduct that Hipship deems inconsistent with its purpose.

11.2 Hipship maintains a zero-tolerance policy toward repeat offenders and may terminate accounts of such Users following prior warnings. Additionally, Hipship may deactivate, restrict, or suspend User accounts based on the instructions or requests of its courier partners.

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 the arbitration clause herein, the courts located in New Delhi shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

12.2 Any dispute arising under or in relation to this Agreement shall be resolved through arbitration conducted in New Delhi, in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in the English language by a sole arbitrator appointed by Hipship. The arbitrator's decision shall be final and binding on both Parties. Notwithstanding this provision, either Party may seek injunctive or equitable relief from a court of competent jurisdiction when necessary.

13. SEVERABILITY

13.1 If any provision of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. The Parties agree to negotiate in good faith to replace the invalid or unenforceable provision with one that achieves the closest possible legal and commercial effect.

14. FORCE MAJEURE

14.1 Neither Party shall be held liable for failure or delay in fulfilling their obligations under this Agreement if such failure or delay is due to an event beyond their reasonable control ("Force Majeure Event"). The Party affected by such an event shall promptly notify the other Party of its nature and the anticipated delay.

14.2 If the Force Majeure Event prevents the affected Party ("Aggrieved Party") from performing its obligations for more than 30 (thirty) days, the other Party may choose to either modify the impacted provisions or release the Aggrieved Party from those obligations for the duration of the Force Majeure Event. If the Force Majeure Event persists for more than 60 (sixty) days, the Aggrieved Party may terminate the Agreement by providing notice to the other Party.

15. ENTIRE AGREEMENT, ASSIGNMENT, AND SURVIVAL

15.1 This Agreement, along with its annexures and any related documents, constitutes the entire understanding between the Parties regarding its subject matter. Unless otherwise decided by Hipship, specific terms outlined in annexures shall prevail over the general terms of this Agreement. Similarly, Standard Operating Procedures (SOPs) or Service Level Agreements (SLAs) issued in relation to this Agreement shall take precedence over conflicting terms in the Agreement or annexures.

15.2 The User may not assign their rights or obligations under this Agreement without prior written consent from Hipship.

15.3 Any provisions of this Agreement that, by their nature, are intended to survive termination or expiration shall remain in effect even after this Agreement ends.

16. NO PARTNERSHIP OR AGENCY

16.1 Nothing in this Agreement shall be interpreted as creating a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to bind or act on behalf of the other, except as expressly stated in this Agreement.

17. WAIVERS AND REMEDIES

17.1 Any delay or failure by a Party to exercise any right or remedy under this Agreement or applicable law shall not be interpreted as a waiver or limitation of that right or remedy. Similarly, partial or single use of a right or remedy shall not prevent further or alternative use of it or any other rights or remedies. All rights and remedies available to the Parties under this Agreement are cumulative and may be pursued concurrently with rights available under applicable law.

18. SPECIFIC PERFORMANCE

18.1 In addition to any other remedies available under this Agreement or applicable law, either Party shall have the right to seek specific performance to enforce the terms of this Agreement without needing to prove the insufficiency of monetary compensation as a remedy.

19. INDIRECT AND CONSEQUENTIAL LOSSES

19.1 Except as specifically provided in this Agreement, neither Party shall be liable for any indirect, incidental, or consequential losses, including but not limited to loss of income, loss of profits, or loss of contracts. This limitation of liability applies regardless of whether such loss arises from negligence, breach of contract, or any other cause of action.

20. CONTACT INFORMATION

20.1 For questions, concerns, or complaints regarding any of the Services, Users may contact Hipship's customer service at **contact@hipship.com**.

20.2 The User consents to receiving communications, updates, and notifications from Hipship via email, SMS, WhatsApp, or any other mutually agreed communication channels. Such communications shall be legally binding on both Parties.

20.3 Notwithstanding any contrary provisions, the User hereby agrees to:

- Provide the required KYC documents and information (including but not limited to Aadhaar card/OTP, PAN card, voter ID, passport, driving license, GST certificate, and others) as requested by Hipship.
- Authorize Hipship to verify the authenticity of submitted documents and information as permitted by applicable laws.
- Permit Hipship to share relevant details (such as business name, contact information, KYC documents, etc.) with third parties involved in insurance claims processing or with judicial authorities, courts, police, or complainants in cases of complaints or disputes related to shipments facilitated by the User.

21. DEFINITIONS AND INTERPRETATION

21.1 Definitions: For the purposes of this Agreement, the following terms and expressions shall have the meanings ascribed to them below, unless the context explicitly requires otherwise:

- **“Confidential Information”** refers to information or trade secrets, whether tangible or intangible, disclosed by one Party to the other in connection with this Agreement. This includes but is not limited to business strategies, financial projections, client data, and administrative or organizational details marked as confidential, proprietary, restricted, or understood as such under the circumstances of disclosure. This excludes information that: (i) must be disclosed as per legal or regulatory requirements, or (ii) is already publicly available, unless made so by a breach of this Agreement by the receiving Party.
 - **“Force Majeure Event”** encompasses events or circumstances beyond the reasonable control of a Party, including but not limited to natural disasters (e.g., earthquakes, floods), war, civil unrest, strikes, lockouts, terrorism, fire, pandemics/epidemics, or governmental restrictions that significantly impact the performance of obligations under this Agreement.
 - **“Intellectual Property”** means all rights related to patents, copyrights, trademarks, trade secrets, service marks, domain names, designs, software, databases, and other proprietary assets, whether registered or unregistered, including any goodwill associated with these assets.
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21.2 Interpretation: Unless explicitly stated otherwise, the following rules of interpretation shall apply to this Agreement:

- (a) Headings and bold text are provided for convenience and shall not affect the interpretation of the provisions.
- (b) Terms defined within the body of this Agreement shall apply consistently across the document, unless otherwise specified.
- (c) References to this Agreement shall include any amendments, addendums, or revisions made from time to time.
- (d) Words like “hereof,” “herein,” “hereto,” and similar terms refer to this Agreement as a whole or specific sections of it, depending on the context.
- (e) References to sections, clauses, paragraphs, annexures, or schedules pertain to those in this Agreement unless otherwise stated.
- (f) Mention of any law, regulation, or statute includes subsequent amendments, updates, or re-enactments thereof, along with any subordinate regulations enacted under such provisions.
- (g) No clause of this Agreement shall be interpreted against a Party solely based on their involvement in drafting it, and the doctrine of *contra proferentem* shall not apply.
- (h) Words in the singular form shall include their plural counterparts and vice versa.
- (i) The term “include” or “including” shall be interpreted without limitation.

Annexure-A: Hipship Service Specifications

I. Scope of Services

- a.** Hipship operates as the owner and creator of its logistics software and platform, providing Users with an automated shipping panel that integrates seamlessly with various courier vendors. The User acknowledges that while Hipship facilitates logistics services for both domestic and international (cross-border) shipments, the actual pickup and delivery of shipments are carried out by logistics vendors subcontracted by Hipship.
- b.** The User agrees that logistics vendors engaged by Hipship will pick up shipments from the locations specified by the User during the registration process.
- c.** Tracking numbers and assigned logistics vendors will be determined automatically based on factors like the pickup and delivery pin codes, as well as the type of shipment.
- d.** The User must ensure that every shipment prominently displays a shipping label containing full order details, consignee information, product descriptions, the return address (or shipping address), gross value, and the amount to be collected for COD (Cash on Delivery) shipments. Hipship's platform provides functionality for generating and printing these shipping labels, which must be securely affixed to packages before handover to the logistics vendor.
- e.** Users are required to ensure that shipments handed over to the logistics vendors are securely packed in tamper-proof packaging bearing their branding.
- f.** The User is solely responsible for adhering to all applicable statutory and legal requirements (both state and central laws) concerning the booking and sale of shipments transported and delivered by Hipship's logistics vendors under this Agreement.
- g.** It is explicitly agreed that Hipship's role is strictly that of a service provider for the User and not as a seller, retailer, distributor, or any analogous capacity. Hipship acts solely based on the instructions provided by the User, as specified in the defined scope of services.
- h.** Hipship retains the right to offer web-based tracking solutions for shipments managed through its logistics vendors.
- i.** The User agrees that Hipship's logistics vendors, upon receiving shipments, will use Air Waybills (AWBs) provided via Hipship's logistics management software. The User is designated as the "Consignor/ Shipper" in these AWBs, and Hipship's liability, if any, is limited solely to its relationship with the User. The User assumes full responsibility towards its customers, and neither Hipship nor its logistics vendors bear any direct or indirect obligations to the User's customers.
- j.** The User affirms full awareness of items prohibited for transportation within Hipship's or its logistics vendors' networks and guarantees that no prohibited items will be included in shipments.
- k.** The User agrees to:

- **(i)** Refrain from using Hipship's services/platform as a reseller, over-the-counter (OTC) operator, or franchisee of any courier/logistics company, including Blue Dart;
- **(ii)** Utilize Blue Dart services through Hipship only for e-commerce sales transactions; and
- **(iii)** Confirm they do not already hold an existing Blue Dart account, as Hipship is not authorized to extend Blue Dart services to account holders with the courier directly.

I. Should Hipship identify a breach of these terms, it reserves the right to deactivate the User's Hipship account, retain custody of shipments (with disposal within 30 days of retention), and impose penalties, including applicable GST and freight charges, of ₹1,00,000/- (Rupees One Lakh only) per incident or shipment, or any other amount as deemed appropriate by Hipship.

Obligations of the User

I. The User agrees to ensure proper, tamper-proof, and damage-resistant packaging of the goods to be shipped.

II. The User shall use high-quality tape with their trademark or branding visibly engraved. Generic tape (e.g., brown, plain, or transparent tape) is strictly prohibited. Hipship shall bear no liability for any pilferage, damage, or tampering of shipments sealed with generic tape, and the User assumes full responsibility for such issues.

III. The User agrees to have the shipment ready for pickup when the courier personnel arrive. All pickups must be scheduled before the cutoff time specified by Hipship's customer support team. No pickups will occur beyond the logistics vendor's cutoff time. The User is responsible for coordinating with courier representatives for such pickups.

IV. It is mandatory for the User to collect signed receipts for the shipping manifest as proof of shipment handover to the courier company.

V. The User shall only use the Hipship platform's automated system to generate pickup requests and ship goods using the airway bill (AWB) number generated on the platform. Any use of physical shipping dockets or manual AWB numbers shall incur a penalty of ₹1,000 per AWB. Additionally, shipping multiple shipments under a single AWB or sending multi-packet shipments without activating Multi-Packet Shipment (MPS) services will result in penalties of up to ₹10,000 per incident, along with applicable GST.

VI. The User is responsible for including a compliant invoice inside the shipment package before handover. The invoice must adhere to all relevant legal requirements, including GST regulations.

VII. Shipments will only be picked up from registered locations associated with the User's Hipship account. Orders originating from unregistered locations are not eligible for the Service.

VIII. For reverse pickups (national orders only), the User agrees to bear the applicable fees, including reverse freight charges equivalent to delivery charges.

IX. The User agrees not to ship items that are restricted, illegal, counterfeit, stolen, hazardous, or otherwise prohibited by law or courier guidelines. A detailed list of restricted items is available in Annexure-B. Hipship assumes no responsibility for such shipments and reserves the right to levy penalties or dispose of such items.

X. The User acknowledges and agrees that any goods falling under the banned, counterfeit, or hazardous category will result in penalties of up to ₹1,00,000 per incident, in addition to any applicable taxes and damages. Hipship reserves the right to retain or dispose of such goods and take further legal or financial actions as necessary.

XI. For shipments involving documents, the User must agree to specific terms and conditions outlined by Hipship for document handling. In the absence of such terms, document shipments will be processed according to Hipship's prevailing policies.

XII. The User acknowledges that Hipship and its logistics vendors act solely as bailees and not as insurers of goods or cash. The User waives all insurance-related claims against Hipship and its logistics vendors.

XIII. Claims for damages, pilferage, or tampering must be supported by negative remarks noted on the proof of delivery (POD) at the time of receipt. Claims without such evidence will not be entertained.

XIV. Claims will only be accepted if the outer packaging is visibly damaged. If the outer packaging is intact, no claims for internal damages will be considered.

XV. Any disputes regarding delivery, damage, or tampering must be reported within 48 hours of delivery. Requests for proof of delivery (POD) must be made within 72 hours of shipment delivery or RTO status.

XVI. The User must provide accurate destination details, including valid GST invoices and e-way bills where applicable. Shipments returned due to incomplete or incorrect details will incur charges for forward and return shipping, along with any penalties imposed by authorities.

XVII. For shipments valued at ₹50,000 or above, where e-way bills are mandatory, the User must submit valid e-way bills for both forward and return shipments within 7 days of shipping. Failure to comply may result in shipment disposal, and Hipship will not be held responsible for any related liability.

Fees

I. The User acknowledges and agrees that shipping rates shall be determined as per the current rates displayed on the live calculator accessible in the User's admin panel.

II. Hipship reserves the right to apply additional charges over the base shipping rates, including but not limited to COD fees and other applicable charges. These additional charges will also be visible in the live calculator in the User's admin panel.

III. Hipship retains the right to revise the rates displayed on the live calculator at its sole discretion without prior notice.

IV. Goods and Service Tax (GST) and other applicable taxes will be levied as per prevailing taxation laws.

V. Volumetric weight will be calculated as $\text{Length} \times \text{Breadth} \times \text{Height} / \text{Divisor}$, where the divisor is 5000 for most courier services. Dimensions must be in centimetres, and the resulting weight will be in kilograms. Rates will be based on the greater of actual weight or volumetric weight. Additional charges, such as address correction fees, may apply.

VI. If there is a discrepancy between declared weight and actual weight, charges will be revised accordingly. Hipship will notify the User via the dashboard and provide a 7-day period for the User to accept or dispute the revised weight. If no response is received within 7 working days, the revised weight will be auto-accepted. Hipship reserves the right to retain, reroute, or dispose of shipments where such discrepancies are detected and impose penalties up to ₹1,00,000 per shipment, along with applicable freight charges and GST.

VII. Unless otherwise agreed, COD remittances will be processed within 8 days from the delivery date of the shipment, subject to Hipship's remittance cycle, which currently operates on Mondays, Wednesdays, and Fridays.

VIII. COD payments will not be processed or must be refunded by the User if the shipment's COD status was altered after booking.

IX. Any erroneously remitted COD amounts due to incorrect delivery status updated by the courier vendor will be deducted from future remittances. If the User fails to claim the COD amount within 365 days due to reasons not attributable to Hipship (e.g., incorrect bank details), the User forfeits all claims to the amount, which Hipship reserves the right to retain.

X. Claims for any disputes related to COD remittance should be raised through a support ticket at support@Hipship.in.

XI. All claims made by the User must include a signed copy of the manifest sheet, confirming that the courier company received the shipment. Claims without this documentation will not be processed.

XII. Said To Contain Basis & Inspection: The User acknowledges that all shipments are accepted and delivered on a "Said To Contain Basis," meaning Hipship and its logistics vendors are not obligated to verify the contents or declared values of shipments. The User must ensure that all shipment declarations, including descriptions and values (e.g., for prepaid, replacement, or gift shipments), are accurate, complete, and compliant with applicable laws. Hipship disclaims all liability for the merchantability of shipped products.

Terms of Payment for Prepaid Accounts

I. The User acknowledges that to utilize the Services under the prepaid model, they are required to deposit an amount into their respective account.

II. The User agrees to recharge their account by selecting "Buy Shipping Credit" and choosing an amount suitable for their business needs. This credit can then be utilized for shipping through both air and surface modes.

III. Hipship reserves the right to activate the User's account upon confirmation of the shipping credit payment.

IV. The User agrees that the shipment weight will be deducted from their account credit. A minimum charge of 0.5 kgs (or in increments thereof) will apply for air shipping in accordance with Hipship's logistics policies. Variations in weight charges applied by courier companies may occur, but these charges will be adjusted against the User's Hipship wallet balance after the shipment pickup.

V. Hipship will issue an invoice which may be automatically adjusted (if applicable) against the User's account credit under the following conditions:

A. Invoice Amount Exceeds Account Credit

If the invoice amount exceeds the available account credit, the freight invoice will be marked as unpaid and will remain visible in the User's panel and invoice history. If payment is not made, shipping services will be suspended. The User must recharge their account to cover both the unpaid invoice and a new shipping limit to continue using Hipship's Services.

B. Invoice Amount is Less Than Account Credit

If the invoice amount is less than the available account credit, the amount will automatically be deducted from the User's credit balance (if not already adjusted) and marked as paid. The User can continue using the Services with the remaining credit. If the invoice amount has already been adjusted from the User's account credit at the time of issuance, the invoice will be generated as paid.

VI. The User agrees to verify invoices and notify Hipship within 5 (five) working days of any disputes regarding invoice content.

VII. For any claims such as incorrect freight charges, missing COD payments, pilferage, or in-transit damage, the User must submit a signed copy of the manifest sheet, confirming shipment receipt by the courier company, along with the claim request. Claims without this documentation will not be considered valid.

VIII. In cases where the User's Hipship wallet balance becomes negative (e.g., due to weight discrepancies), Hipship reserves the right to withhold or adjust COD amounts for the User's shipments.

IX. The credit balance in the Hipship wallet will remain valid for booking shipments for up to 3 years from the date of the last shipment. If no shipments are booked for a continuous period of 3 years, Hipship reserves the right to forfeit the unused credit balance.

X. The User may request a refund of their wallet balance. Refunds will only be processed to the original payment source and are subject to standard processing times and submission of required KYC documents. Hipship reserves the right to:

- a. Deny refund requests to payment sources other than the original;
- b. Impose a surcharge for refunds to alternate sources; and/or
- c. Levy appropriate charges if the wallet is suspected of being used for illegal or unauthorized purposes.

Terms of Payment for Secured Postpaid Accounts with Rolling Credit

Applicability

I. This clause applies exclusively to secured postpaid accounts with rolling credit and does not apply to standard prepaid accounts.

Initial Credit Recharge

II. Users are required to recharge their accounts by selecting “Buy Shipping Credit” and choosing an appropriate amount based on their business needs. The credited amount can be utilized for both air and surface shipping services.

III. Hipship reserves the right to activate the User’s account upon successful payment of the shipping credit. Additionally, Hipship may grant a rolling credit limit to the User based on their shipment activity. Users may opt to increase their credit limit beyond the limit set by Hipship by recharging their account or wallet as needed.

Credit Adjustment from Remittance

IV. Hipship retains the right to deduct the utilized credit limit amount from the User’s subsequent remittance.

Weight-Based Deductions

V. Charges for shipments will be based on weight, and the corresponding amount will be automatically deducted from the User's credit balance. Hipship follows a minimum charge of 0.5 kg (or increments thereof) for air shipments. Any variations in weight charges by courier companies will be adjusted against the User’s Hipship wallet balance after shipment pickup.

Invoice Adjustments

VI. Hipship will issue invoices that may be adjusted against the User’s account credit under the following scenarios:

(I) Invoice Exceeds Account Credit:

If the invoice amount exceeds the User's account credit, the invoice will be marked as unpaid and reflected in the User’s panel and invoice history. Shipping services will be suspended if payment is not made. Users must recharge their accounts to clear unpaid invoices and restore their shipping limits to continue using Hipship’s services.

(II) Invoice Less Than Account Credit:

If the invoice amount is less than the available account credit, the amount will be automatically deducted from the User’s credit balance (if not already adjusted), and the invoice will be marked as paid. The User can continue using Hipship services with the remaining credit. In cases where the invoice amount has already been deducted from the User's account credit at the time of issuance, the invoice will be issued as paid.

Invoice Verification and Disputes

VII. Users are responsible for verifying invoices and reporting any disputes regarding invoice content to Hipship within five (5) working days of receipt.

Claim Requirements

VIII. For claims such as incorrect freight charges, missing COD payments, pilferage, or in-transit damage, Users must provide a signed copy of the manifest sheet confirming shipment receipt by the courier company. Claims without the signed manifest will not be considered valid.

Negative Balance Resolution

IX. If, for any reason (including weight discrepancies), the User's Hipship wallet balance becomes negative, Hipship reserves the right to withhold, retain, or adjust COD amounts for the User's shipments.

Credit Balance Expiry

X. Unused credit balances in the Hipship wallet will remain valid for up to three (3) years from the date of the last shipment. If no shipments are booked within this timeframe, Hipship reserves the right to forfeit the remaining credit balance after the three-year period expires

Returns/RTO of the Products

I. Hipship retains the right to return to the User any products or shipments that are not accepted by the customer for any reason.

II. RTO (Return to Origin) charges will be applied as per the prevailing rate mentioned on the live calculator link in the User's admin panel.

III. The User must ensure the returned products are accepted at the specified location(s) and share the Airway Bill number for the shipment being returned.

IV. If the User does not accept the RTO shipment or cannot be reached for RTO delivery, Hipship may levy suitable demurrage or incidental charges for storing such products beyond 7 (seven) business days up to 45 (forty-five) days from the initiation of returns. If the User does not accept the products beyond 10 (ten) days from the first RTO delivery attempt, Hipship has the right to dispose of such products. The User forfeits all claims in this regard and must pay the disposal charges along with other applicable charges. Additionally, Hipship reserves the right to:

- Retain and adjust outstanding charges from COD amounts owed to the User.
- Retain custody of and dispose of the User's shipments within 30 days of retention.
- Forfeit the User's security deposit (if applicable).

Reverse Pickups

I. Reverse Pickup refers to the collection of products from the customer's address as specified by the User and delivery to a mutually agreed location.

II. The User agrees that reverse pickup orders will incur additional charges as per the then-prevailing rates.

III. Hipship and its logistics vendors are not responsible for verifying the contents of products handed over by the customer to the delivery personnel. For RTO shipments or closed box reverse pickup shipments, the packaging and contents are the sole responsibility of the customer. Proper packaging must prevent damage during transit. Hipship will not be liable for shortages or damages unless solely caused by Hipship's gross negligence.

Cap on Shipment-Related Liability & Other Claims

I. The maximum liability per shipment for all couriers except India Post is:

- ₹2,500 or the order value (whichever is lower) for damage, loss, or theft during the forward journey.
- ₹2,000 or 50% of the order value (whichever is lower) for damage, loss, or theft during Reverse Pickup.
- ₹2,500 or 80% of the order value (whichever is lower) for damage, loss, or theft during RTO.

II. For India Post, the maximum liability is:

- For Speed Post: Double the Speed Post freight charges or ₹1,000 (whichever is less).

- For Business Parcel: ₹500, actual parcel value, or content lost value (whichever is less).

Claims must be raised within 30 days of shipment pickup, along with the signed shipping manifest.

III. Additional clarifications regarding claims:

- Hipship may only provide a Certificate of Facts (COF) if requested within 7 days of a loss/damage declaration, without being liable for compensation.
- Users may secure shipments valued over ₹2,500 by paying additional risk cover charges. For India Post, risk cover starts from ₹1.
- Claims for damaged shipments depend on the percentage of damage against the product value.
- Claims credited due to incorrect status must be refunded if the shipment is later traced and delivered or RTO delivered.

IV. Claims for:

- Damage/pilferage/tampering/leakage/fake delivery must be reported within 48 hours of delivery.
- Loss or theft must be reported within 30 days of pickup.

V. Hipship and its courier vendors are not liable for damage to fragile or liquid items such as glass or perishable products.

Termination

I. Hipship's services will remain active for up to 10 (ten) days from the date of the last unpaid invoice. During this period, the User will be charged for the time covered by the raised invoice.

II. The User must submit a termination request before the start of the next billing cycle or the issuance of the subsequent invoice. If the termination request is made after these events, it will not be considered valid.

III. There will be no pro-rated refund for any unused service period in the current billing cycle.

IV. To request termination, the User must send an email to **contact@hipship.com** with the following details:

- Name of the User;
- Name of the store and Company ID; and
- Reason for termination.

ANNEXURE-B

Indicative List of Dangerous and Restricted Items

Dangerous Goods:

- I.** Oil-based paints and thinners (classified as flammable liquids).
- II.** Industrial solvents.
- III.** Insecticides and agricultural chemicals (including fertilizers and poisons).
- IV.** Lithium-ion and lithium-metal batteries.
- V.** Magnetized items or materials.
- VI.** Machinery (such as chainsaws or outboard engines that contain or have contained fuel).
- VII.** Fuels for camping stoves, lanterns, torches, or other heating equipment.
- VIII.** Automotive batteries.
- IX.** Infectious substances.
- X.** Any liquid, gas, or compound classified as toxic or infectious.
- XI.** Bleach or similar corrosive cleaning agents.
- XII.** Flammable adhesives.
- XIII.** Weapons and related items (including air guns, flares, gunpowder, fireworks, knives, swords, or antique weapons).
- XIV.** Dry ice (solidified carbon dioxide).
- XV.** Aerosols, powders, liquids, or any flammable substances categorized as dangerous for air transport.
- XVI.** Alcoholic beverages.
- XVII.** Tobacco and related products.
- XVIII.** Electronic cigarettes.
- XIX.** Ketamine and similar substances.

Restricted Items:

- I.** Precious stones, gems, or jewelry (including antiques, bullion of precious metals, diamonds, gold, silver, platinum, and hunting trophies).
- II.** Uncrossed drafts, cheques payable to the bearer, currencies, and coins.
- III.** Poisons or hazardous substances.
- IV.** Firearms, explosives, or any military-grade equipment.
- V.** Radioactive and hazardous materials.
- VI.** Perishable food products and alcoholic beverages.
- VII.** Pornographic material or content deemed obscene by law.
- VIII.** Hazardous chemical substances (including but not limited to acids, oils, grease, radioactive materials, and SCOMET-classified items).
- IX.** Plant-related products (such as endangered plant species, wood, wood pulp, and soil or sand).
- X.** Illegal drugs and medicines (including narcotics like cocaine, LSD, cannabis, and psychotropic substances).
- XI.** Animal and human body-related products (e.g., cremated remains, human or animal embryos, corpses, and organs).

Counterfeit or Fraud Products/Shipments:

It is the policy of Hipship to conduct all business activities in compliance with the rules and regulations applicable to the industry and laws of India, with the highest ethical standards. In this regard, Hipship has a zero tolerance policy with respect to counterfeit or fraud products/shipments (including products/shipments which are misrepresented in their origin or quality, or which are fake, cloned, duplicate or likewise products/shipments).

Accordingly, in the event Hipship believes that you or any of your customer are shipping/selling (or have shipped) counterfeit or fraud product/shipment (including any counterfeit electronic product, not limited to mobile phones, smart watches and likewise products), Hipship would *inter-alia* have the right:

- (i) to seize such product/shipment,
- (ii) to report the incident to the appropriate government authority/police station,
- (iii) to blacklist you/your customer from trading/doing business with Hipship,
- (iv) to levy **liquidated damages of upto Rs. 10,000 per counterfeit/fraud shipment** (*amount and counterfeit/fraud shipment to be decided by Hipship at its sole discretion*) and applicable GST amount on said damages, on account of estimated legal expenses which will be spent by Hipship or actual expenses in case the actual amount exceeds the above threshold of Rs.10,000/-,
- (v) to levy **liquidated damages of upto Rs. 1,00,000** (and applicable GST amount on said damages) on you/your customer (*amount to be decided by Hipship at its sole discretion*) on account of causing reputational and goodwill loss to Hipship,
- (vi) to levy/charge a “security deposit” of an appropriate amount (*amount to be decided by Hipship at its sole discretion*) from you so as to cover any future losses which Hipship may incur on account of counterfeit/fraud shipment made by you,
- (vii) to block/retain/adjust the entire COD amount of yours/your customer lying with Hipship/its courier vendor,
- (viii) to seize all the products of yours/your customer lying with Hipship/its courier vendor and also to dispose such products (without any intimation to you) after a period of 30 (thirty) days from the date of seizure; and/or
- (ix) to forfeit the entire security deposit amount lying with Hipship.

Disputed Shipments/Cases:

Hipship, in its sole discretion, shall have the right to levy damages/charges (*along with the applicable GST amount*) on you in relation to shipments/cases which have been disputed by the courier companies, your customers or by any third party (including any governmental authority/department). The amount of said damages/charges shall be decided by Hipship in its sole discretion and may vary from case to case.

Shipping Non-Essential Items in Government Prohibited Areas

In the event Hipship believes that you are shipping (or have shipped) non-essential items/products in the restricted/prohibited area (such as red and containment zone/area, as declared by the Central or the relevant State Governments of India), then Hipship would *inter-alia* have the right to levy penalty or liquidated damages on you of Rs. 10,000 per shipment (along with applicable GST amount) on account of estimated legal expenses which will be spent by Hipship and for causing of reputational and goodwill loss to Hipship, or the actual damages/losses/expenses in case the actual amount exceeds the above minimum threshold of Rs.10,000/-, as may be determined at the sole discretion of Hipship.

Counterfeit or Fraud Products/Shipments:

Hipship maintains a strict policy of adhering to all legal and regulatory requirements in its business operations while upholding the highest standards of integrity. To this end, Hipship adopts a zero-tolerance approach towards counterfeit or fraudulent goods/shipments, including those misrepresented in origin or quality, or classified as fake, cloned, or otherwise deceptive.

If Hipship identifies that you or your customers are shipping or selling counterfeit or fraudulent goods (including counterfeit electronics such as mobile devices, smartwatches, or similar items), Hipship reserves the right to take the following actions:

- I.** Confiscate the identified counterfeit or fraudulent goods/shipments.
- II.** Report the incident to appropriate government authorities or law enforcement agencies.
- III.** Prohibit you or your customer from conducting any future business with Hipship by blacklisting.
- IV.** Impose liquidated damages of up to Rs. 10,000 per fraudulent shipment, along with applicable GST, to cover estimated legal expenses or actual costs if exceeding this threshold.
- V.** Levy penalties up to Rs. 1,00,000 (plus applicable GST) to address reputational harm and goodwill loss caused to Hipship.
- VI.** Request a security deposit, determined at Hipship's discretion, to mitigate future risks of similar fraudulent activities.
- VII.** Retain or adjust any outstanding COD amount of yours or your customer held with Hipship or its logistics partners.
- VIII.** Confiscate all associated products lying with Hipship or its logistics vendors and dispose of them within 30 days without prior notice.
- IX.** Forfeit any existing security deposit held by Hipship.

Disputed Shipments/Cases:

Hipship retains sole discretion to impose damages or fees (plus applicable GST) concerning shipments or cases disputed by logistics vendors, your customers, or other third parties, including government entities. The charges imposed will vary on a case-by-case basis, determined solely by Hipship.

Shipping Non-Essential Items to Restricted/Prohibited Areas:

If Hipship identifies that you are shipping non-essential goods to restricted or government-prohibited zones (such as containment or red zones declared by local, state, or central authorities), Hipship reserves the right to:

- I.** Impose a penalty of Rs. 10,000 per shipment (plus applicable GST) to cover potential legal costs and reputational damage.
- II.** Recover actual losses, damages, or expenses incurred if they exceed the minimum threshold of Rs. 10,000.