



Terms & Conditions LoadNow Platform & Logistics Services

Welcome to LoadNow. LoadNow is your go-to platform for all your logistics needs. Whether you're managing freight, scheduling deliveries, or tracking shipments, it makes the process seamless & efficient. The Website/ Mobile App and the online/ offline services of LoadNow or its affiliates, provides access to a platform that facilitates more comfortable form of logistics services according to your requirements within India.

By continuing to browse and use our app / website you signify your consent to all the provisions of this Agreement in its entirety, including the terms and conditions of use.

This Agreement (“**Agreement**”) is between **User(s)** and **Forza Logistics Techlabs Pvt Ltd Private Limited (LoadNow)** a company registered under the Companies Act, 2013, having its registered office at **twin complex 2, Marol Naka, Marosh Road, Mumbai-400059**.

This agreement applies to user(s) if user(s) are visitors, registered - free or paid user(s) who access the web site for any purpose. It also applies to any legal entity which may be represented by you under actual or apparent authority.

You are advised to read this Agreement carefully. This Agreement constitutes a legally binding agreement between LoadNow and you (User / User's). If you have any questions about our terms, feel free to connect with us at support@loadnow.io

This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system, and does not require any physical or digital signatures. This Agreement is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing of the rules and regulations, privacy policy and terms of usage for access or usage of the website/ service.

LoadNow may change, modify, amend, or update this agreement from time to time with or without any prior notification to user(s) and the amended and restated terms and conditions of use shall be effective immediately on posting. If you do not adhere to the changes, you must stop using the service. Your continuous use of the Services will signify your acceptance of the changed terms and deemed acceptance of the amended Agreement. Further, User(s) shall also be bound by any amendment made in any policy or agreement from time to time, referred to in these Terms of Service.

Definitions & Interpretations

The following definitions apply to the terms and conditions set out below that govern this contract of Carriage between user(s) and LoadNow:

- "We", "us", "our", "LoadNow", "Company" shall refer to Forza Logistics Techlabs Private Limited (owner of LoadNow) incorporated under the provisions of the Companies Act, 2013.
- "Driver", "Vendor" shall mean an operator associated with us or registered on LoadNow Network, offering the service of transporting goods / consignment within the City of Operation or intercity operation as requested by the customer on the application or service providers that carry or undertake to carry the consignment hereunder or perform any other services incidental thereto on its behalf.
- "Customer/ You / User(s)" means a person who has an Account on the LoadNow Application.
- "You", "your", "consignor" "User(s)" "Customers" shall refer to the sender, consignor or consignee of the Consignment, holder of this Consignment Note, receiver and owner of the contents of the Consignment or any other party having a legal interest in those contents, as the case may be.
- "Application" shall mean the mobile application "LoadNow" updated by LoadNow from time to time
- "Account" shall mean the account created by the Customer on the Application for availing the Services provided by LoadNow
- "E-Wallet" shall mean a pre-paid instrument, which can be used to make payments.
- "Bid" shall mean the amount of money a user(s) is willing to pay as freight for an transportation of goods
- "Services" means the facilitation of transportation service by LoadNow through the Application.
- "Services" shall also mean the services provided by LoadNow which enable the user(s) the usage of services vehicles for goods transportation by customers for point-to-point delivery, Full Truck Load (FTL), Part Truck Load (PTL), door to door, warehouse to warehouse, warehouse to door, for time and usage-based service within city limits and outside the city limits, including inter-city all over India.
- "Carriage" means and includes the whole of the operations and services undertaken by Driver / Vendor in connection with the Consignment.
- "Consignment" means any Goods, Products, package, parcel, sachet, or freight which is or are given to and accepted by us for carriage.
- "Dangerous Goods" means goods classified as dangerous as per ICAO T.I., IATA DGR, IMDG-Code, ADR or other national regulations for transport or as mentioned in the **Annexure-A**
- "Delivery" means the tender of the consignment to the consignee or intimation about the arrival of the consignment.
- "Prohibited Items" means any goods or materials, the Carriage of which is prohibited by Applicable Law.
- "Receiver" or "Consignee" shall refer to the recipient or addressee or the consignee of the Consignment.
- "Applicable Law" means all laws, statutes, ordinance, regulations, guidelines, policies, rules, bye-laws, notifications, directions, directives and orders or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, administration and other pronouncements having the effect of law of the Republic of India or any other applicable jurisdiction by state, municipality, court, tribunal, government, ministry, department, commission, arbitrator or board or such other body which has the force of law in India.
- "Vehicle" shall mean a motor vehicle as defined under the Motor Vehicles Act, 1988.

User(s) Eligibility

User(s) means any individual or business entity/ organization that legally operates in India or in other country, uses and has the right to use the Services provided by LoadNow. It is hereby being clarified that our Services are available only to those individuals or business entities / organizations who can form legally binding contracts under the Applicable Law. To be a User(s) and be eligible to use our Services, an individual must be have attained at least 18 (eighteen) years of age & is competent to enter into a contract under the Applicable Laws

LoadNow advises its user(s) that while accessing the web site, they must follow / abide by the related laws. LoadNow is not responsible for any possible consequences caused by your behavior / acts during use of web site. LoadNow may, in its sole discretion, refuse the service to anyone at any time.

LoadNow Website & Intellectual Property Right

The user(s) hereby agrees and acknowledges that;

1. All rights, including copyrights in this website are owned by or licensed to Forza Logistics Techlabs Pvt Ltd (LoadNow). Any use of this website or its contents for copying, storing, downloading, selling, duplicating or scrapping for commercial use or for any other purpose whatsoever, in whole or in part is strictly prohibited and shall be liable as per laws.
2. Any person may reproduce any portion of the material in these web pages subject to the following conditions.
 - The material may be used for information and non-commercial purposes only.
 - It may not be modified in any way.
 - No unauthorized copy is made of any LoadNow trademark.
3. LoadNow trademarks shall not be copied, downloaded, reproduced, used, modified or distributed in any way without prior written permission.
4. For convenience of the user(s), LoadNow may provide interactive features on this site, such as access to tracking and user(s) comments. You are authorised to use these features solely for the purposes specified and for no other purposes.
5. These web pages may contain inadvertent inaccuracies or typographical errors. These will be corrected at LoadNow's discretion, as they are found. The information on these web pages is updated regularly, but inaccuracies may remain or occur where changes occur between updates. Some of the information accessed through these web pages may originate outside of LoadNow. LoadNow excludes any obligation or responsibility for this content.
6. LoadNow makes all reasonable attempts to exclude viruses from these web pages, but it cannot ensure this exclusion and no liability is accepted for viruses. Please take all appropriate safeguards before downloading information from these web pages.
7. LoadNow is the sole owner or lawful licensee of all the rights to the web site and its content. Web site content means its design, layout, text, images, graphics, sound, video etc. The web site content embody trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the web site and its content shall remain with LoadNow, its affiliates or licensor's of LoadNow content, as the case may be.

8. All rights, not otherwise claimed under this agreement are hereby reserved. The information contained in this web site is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use.
9. All related icons and logos are registered trademarks or trademarks or service marks of LoadNow in various jurisdictions and are protected under applicable copyright, trademark, and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited. Copyright
10. LoadNow will not be held liable for any credit card fraud that occurs on its website. You must only use a credit card that you are legally entitled to use while making payments. The liability of making fraudulent transaction lies with you and the responsibility to establish otherwise shall lie exclusively.
11. LoadNow reserves the rights to change the terms and conditions from time to time without any notice and it is the responsibility of customer to go through policies.

Links to the third-party sites

Links to third party sites are provided by web site as a convenience to user(s) and LoadNow has no control over such sites i.e. content and resources provided by them. LoadNow may allow user(s) access to content, products or Services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such Third Party's web site. You are cautioned to read such sites' terms and conditions and/or privacy policies before using such sites in order to be aware of the terms and conditions of your use of such sites. LoadNow believes that user(s) acknowledge that LoadNow has no control over such third party's site, does not monitor such sites, and LoadNow shall not be responsible or liable to anyone for such third-party site, or any content, products or Services made available on such a site. User(s) shall review LoadNow's Privacy Policy and abide by LoadNow's Privacy Policy at the time of the User(s) interaction with LoadNow, with respect to and concerning any information and data.

Misuse of Services & Termination of user(s)

Most content and some of the features on the web site are made available to user(s) / visitors free of charge. However, LoadNow reserves the right to restrict, deactivate, suspend or terminate access to certain areas or features of the website or Mobile app at any time for any reason, with or without notice. LoadNow also reserves the universal right to deny access to particular user(s) to any/all of its Services without any prior notice/explanation in order to protect the interests of LoadNow and/or other visitors to the web site. LoadNow reserves the right to limit, deny or create different access to the web site and its features with respect to different user(s), or to change any of the features or introduce new features without prior notice.

User(s) acceptance of our terms and conditions

The user(s) agrees and acknowledges that the use of the Services offered by LoadNow is at the sole risk of the customer and that LoadNow disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability, and fitness for any purposes are excluded to the fullest extent permitted by Applicable Law. Without prejudice to the above, the Company makes no representation or warranties with respect to:

- a) The Services meeting the customer's requirements.
- b) The Services will be uninterrupted, timely, secure, or error-free.

By registering for an account or by using the services, you acknowledge that you have read, understood, accepted and agreed to, and have the legal capacity and authority to agree to be bound by this agreement.

User(s) Obligations

Application:

It is responsibility user(s) to check to ensure that you download the correct application for your device. We are not liable if you do not have a compatible mobile device or if you download the wrong version of the Application for your device.

In case, you are unable to access Your Account, please inform Us at support@loadnow.io and make a written request for blocking Your Account. We will not be liable for any unauthorized transactions made through Your Account prior to the expiry of 72 (seventy-two) hours after You have made a request in writing for blocking Your Account, and shall not have any liability in case of Force Majeure Event.

Registration:

You must register for an Account in order for LoadNow to provide the Services. As part of the registration process, you will log in using mobile number on the LoadNow Platform or Mobile App. To complete the registration for your Account, you must provide us with:

- Your full legal name;
- The company's legal name;
- The company's GST registration number (if applicable);
- Address of the user(s)
- A valid phone number;
- A valid email address;
- Any other information indicated as required by LoadNow.

LoadNow reserves the right to periodically require further information from you, and to require you to verify or update your information. If you fail to provide such further information in a timely manner or do not comply with the other requirements, LoadNow may reject your application for an Account or suspend or terminate the Services and this Agreement until LoadNow has received and verified the requested information.

Booking:

The Site permits user(s) to avail the transportation services offered by LoadNow. The Service allows user(s) to place a request for vehicle for transportation of goods, by selecting the desired type of vehicle depending upon Load Capacity. The User(s) shall mention the correct Loading date & Time for the consignment to be picked up.

The Driver on the LoadNow Network will place bid considering the request placed by user(s). User(s) has at his sole and complete discretion shall accept or reject Bid Placed by driver. Upon the acceptance of bid, LoadNow notifies You and provides information regarding the Driver - including Driver name, Vehicle number, telephone contact details of the Driver and such other details as LoadNow may determine.

Confirmation of Booking:

In the event the booking is confirmed, User(s) shall check the booking details including but not limited to pick up date, time and pick up place & location, and if there is incorrect detail, the same needs to be informed to us immediately by calling our call center.

user(s) shall bear the consequences and damages for any delay that may be caused due to user(s) failure to check the confirmation SMS or email or failure to inform LoadNow of the incorrect details immediately.

The Company shall be entitled at any time without giving any reason to terminate the booking of the vehicle done by the Customer.

Cancellation Policy:

All cancellations made 5 minutes after accepting the bid & allocation of vehicle will incur a cancellation fee of INR. 500/- (Indian Rupees Five Hundred only). Cancelling four bookings in a day after driver allocation will temporarily suspend your account for 24 hours. Figures are subject to change.

CARRIAGE & TRANSPORTATION

1. By accepting the Bid & giving the consignment for transportation, you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has an interest in the consignment or the performance of other Services irrespective of whether you have signed the front of our consignment note or not.

User(s) warrant, undertake and guarantee to us that;

- The user(s) is the owner or the authorized agent of the owner of the goods transported hereunder, and that the user(s) hereby accepts LoadNow terms and conditions for itself and/or as an agent for and on behalf of any other person having any interest in the shipment.
- All the details of order including but not limited to date of loading, Location with detail address, Time of Loading the consignment have been properly mentioned on the application before submitting the service request.
- The contents of the consignment (including but not limited to weight and number of items) have been properly mentioned as well as described on our consignment note and that the Consignment Note is complete in all respects and the documents as required for the transporting the consignment including invoice, permits, e-way bill is enclosed with the Consignment Note and it does not contravene the provisions of the Indian Post Office Act or any other law for the time being in force.
- All taxes such as GST and other statutory payments levied on the shipments are to be borne by the CONSIGNEE and in his absence the same will be borne by the User(s). LoadNow will not extend any credit for GST and other statutory charges.

- *(GST (Goods & Service Tax) E-way bill is an electronic waybill for movement of goods which Government is planning to introduce to generate from GSTN (common portal). The Shipper should ensure compliance as prescribed under GST based on consignment value with effective date of roll out by Government. Any non-compliance in generation of E-way bill by Shipper may result in delay in delivery/non-delivery of shipments booked)*
 - The shipment is properly marked and addressed and packed to ensure safe handling. The user(s) agrees that LoadNow and/or its Service Provider have a right to contact Shipper/consignee for the purpose of feedback or any query related to the Shipment on the Contact details provided by Shipper.
 - The contents of the Consignment are not Prohibited Items and/or are not restricted by the applicable regulations and that you will supply to us any Dangerous Goods declaration that is needed, properly and accurately in accordance with Applicable Law and neither you nor the consignee is a person or organization with whom we or you may not legally trade under Applicable Law. (Refer **Annexure-A** for the list of prohibited Items)
 - The User(s) Agrees that LoadNow has the right but not the obligation to open and/or inspect the shipment. LoadNow reserves the right to refuse shipments not conforming to these terms and conditions without assigning any reason whatsoever.
 - All statements and information and documents provided by you relating to the Consignment will be true and correct and you acknowledge that in the event that you make untrue or fraudulent statement about the Consignment or any of its contents, you would risk a civil claim and/or criminal prosecution the penalties for which may include forfeiture and sale. You agree to indemnify us and hold us harmless from any claims that may be brought against us or our agents arising from the information provided by you.
2. The user(s) accepts the condition that the shipment will be loaded immediately once the vehicle reach to the loading location or as per pick up schedule whichever is earlier and, in case failure to load the vehicle or if the vehicle has to be rerouted/redirection/returned for any reason whatsoever, the user(s) shall pay in advance all charges levied by LoadNow for such rerouting/redirection/return as per the normal schedule of LoadNow, as also any GST Taxes etc. applicable thereon.
 3. The user(s) accepts the condition that the shipment is being carried by LoadNow from point of rendering only up to the address shown on this consignment note or delivery address mentioned on application at the time of placing service request and, in case if this shipment has to be rerouted/redirection/returned for any reason whatsoever, the user(s) shall pay in advance all charges levied by LoadNow for such rerouting/redirection/return as per the normal schedule of LoadNow, as also any GST Taxes etc. applicable thereon. LoadNow do not take any responsibility for hold of such shipments at destination mentioned on the Consignment note. Thereafter, LoadNow reserves the right to destroy the shipment without informing the user(s), and the user(s) indemnifies LoadNow against any claim or liability.
 4. We are authorized to deliver the goods at the address mentioned on the Consignment Note or delivery address mentioned on application or and without prejudice to the foregoing it is expressly agreed that we shall be conclusively presumed to have delivered the goods in accordance with this contract. We will be sending the delivery confirmation by SMS/e-mails, no-response within 24 hours would be considered as an affirmative to the delivery.

5. User(s) understand, agree and acknowledge that the Services are not suitable for transportation of valuables like cash, gold, silver, diamond, precious stones, jewels or jewellery, expensive luxury items etc. (“Valuables”). If you handover / load the vehicles with Valuables for transportation, any loss / damage / theft / misappropriation to / of the consignment shall be at your risk and not ours, for the reasons mentioned earlier and without prejudice, we shall not only have the right to explicitly and specifically disclaim any liability and/or responsibility arising/accruing from the damage / loss / theft / misappropriation to/of the consignment or any contents of the consignment, but also the right to claim indemnification from you where we have suffered loss of reputation / goodwill due to your actions of breaching our terms of service.
6. User(s) understand, agree and acknowledge that before handing over the consignment for transportation. In absence of adequate insurance to cover loss of goods in transit or in absence of wrong or non-declaration of the consignment details / value, and whether insured or not, the transportation of the consignment shall be entirely at your risk and not ours and we explicitly and specifically disclaim any liability and/or responsibility arising/accruing from the damage / loss / theft / misappropriation or any insurable loss to / of the consignment or any contents of the consignment and you further agree to indemnify us in all those cases where we have suffered loss of reputation / goodwill due to your actions of breaching our terms of service. While LoadNow has developed a sophisticated tracking system for all shipments carried in the network the user(s) may, if user(s) so desires, insure his shipments at his own costs.
7. User(s) certify that all statements and information you provide relating to the transportation of the consignment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the consignment or any of its contents you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your consignment. To the extent that we may voluntarily assist you in completing the required taxes / customs and other formalities such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and any costs we will incur regarding this, and pay any administration fee we may charge you for providing the Services described in this condition.
8. You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs, we incur either to you or to anyone else arising out of you being in breach of any of these warranties, representations and guarantees, even if we inadvertently accept a consignment that contravenes any of your obligations.
9. The Company makes no representation or warranties with respect to Circumstances beyond our control such as (but not limited to):
 - Acts of God including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost or other natural calamities or disasters
 - Force majeure including (but not limited to) war, epidemics, pandemics, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions.
 - National or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery.
 - Latent defects or inherent vice in the contents of the consignment.

- Criminal acts of third parties such as theft and arson.
 - Your acts or omissions or those of third parties such as, *You being in breach of (or any other party claiming an interest in the consignment causing you to breach) your obligations under these terms and conditions.*
 - The contents of the consignment consisting of any article that is a prohibited item / Dangerous Goods / Valuables even though we may have accepted the consignment by mistake or you have willingly handed it over to us without notifying / informing / declaring to us.
 - Government officials in discharge of their official duties such as Customs / GST inspection etc.
 - The nature of the shipment or any defects, characteristics, inherent vice, thereof.
 - Electrical or magnetic injury, erasure or other such damages to Photographic images or recording in any form.
10. The user(s) Understands that the Company shall not be liable for any conduct of the drivers of the vehicles. However, the Company encourages you to notify it, of any complaints that you may have against the driver that you may have hired using the Company's Services.

User(s) are prohibited under any circumstances from;

- Soiling or damaging the body and/or any other interiors of the vehicles.
 - Misusing, soiling or damaging any of the devices (technical/non-technical) in the vehicle.
 - Asking the driver to break any Traffic/RTO/City Police and/or government rules for any purpose. The driver has the right to refuse such a request by the customer. The driver also has the right to refuse such a pick-up.
 - Pressurizing the driver to overload truck with the consignment than the allowed limit.
11. The User(s) shall indemnify Company from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims, demands, actions and proceedings which Company may incur or sustain directly or indirectly from or by any reason of or in relation to the use or proposed use of the Services by the Customer and shall pay such sums on demand on the Company.
12. The Company is hereby authorized to use the location-based information provided by any of the telecommunication companies when the Customer uses the mobile phone to make a vehicle booking. The location-based information will be used only to facilitate and improve the probability of locating a Vehicle & consequently providing best Bid for the Customer.
13. All the calls made to the Company's call Centre are recorded by the Company for quality and training purposes. In the event you place a query on our app/website including any query with respect to our Services, applicable fees or Terms of Service, you hereby expressly agree to consent to receive our responses, whether by way of telephonic calls or electronic mail, to such query and all related information with respect to our Services. For removal of doubts, related information shall include without limitation any marketing and/or commercial information. You understand, agree and acknowledge that such information shall in no event, qualify as unsolicited commercial communication under the Telecom Unsolicited Commercial Communications Regulations, 2007 and/or due to

disclosure of such information, our telephone numbers shall not qualify to be registered under the 'National Do Not Call Register' or the 'Private Do Not Call Register' in accordance with the Telecom Unsolicited Commercial Communications Regulations, 2007 or any other Applicable Law.

14. The Company will consider the email address and / or mobile number utilized by the user(s) for transacting with LoadNow, for seeking the user(s)'s information required for processing of payments, for any reason whatsoever. The User(s) hereby acknowledges that LoadNow explicitly disclaims any responsibilities or liabilities resulting from inaccuracies in the data or information provided by the user(s).

Confidentiality

The user(s) understands that the Company shall be entitled to disclose to all companies within its group, or any government body as so required by the Applicable Law or by directive or request from any government body, the particulars of the Customer in the possession of Company in any way as Company, in its absolute discretion, deems fit or if it considers it in its interests to do so.

Under this agreement the party that receives Confidential Information shall be known as "Receiving Party". The Party that discloses Confidential Information shall be known as "Disclosing Party"

- Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement.
- User(s) shall not disclose any information received under the contract of service with LoadNow to any third party.
- Access to any information which pertains to business of LoadNow shall be kept confidential to the extent it might adversely impact LoadNow's business.
- The Receiving Party shall restrict the use of Confidential Information of the Disclosing Party only for purposes of complying with its obligations under this Agreement

User(s) shall be liable to indemnify LoadNow against any loss of business or reputation due to the act of the user(s).

FEES & PAYMENT

1. Transportation charges shall be the bid amount / freight amount accepted by the customer, in addition to that LoadNow shall charge Convenience Fee for the Service which shall be determined and amended at the sole and absolute discretion of LoadNow. The Total Invoice amount including the Convenience Fee and the other charges shall be payable by user(s) to LoadNow. LoadNow may add new services for additional fees and charges or may proactively amend fees and charges for existing services, at its sole and absolute discretion.
2. In addition to the Total Transportation Charges, you may be required to pay or User(s) shall bear such other charges incurred by you during the transportation.
3. The User(s) is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting under applicable law. LoadNow is in no way responsible for any of the User(s)'s taxes or legal or statutory compliances.
4. You shall be required to pay such Cancellation Fee, which will form part of the receipt of the Transportation Charges.

5. LoadNow shall provide a invoice of the Total Transportation charges payable by You once the payment is done.
6. All applicable taxes in respect of the Transportation Cost, Convenience Fee, Additional Fee, Cancellation Fee shall be borne and payable by You to the LoadNow
7. Unless otherwise specified, all fees shall be exclusive of taxes, and Goods and Service tax and other statutory taxes, as applicable, shall be levied on every purchase/Service.
8. You agree that the billing details provided by you for any transaction with LoadNow will be accurate and you shall not use billing details that are not lawfully owned by you.
9. The customer shall pay the freight (as agreed), parking charges, additional night surcharge (where applicable) and any fee or levy presently payable or hereinafter imposed by the Applicable Law or required to be paid for availing the Services of LoadNow. The customer agrees and accepts that the use of the Services provided by the Company is at the sole risk of the Customer, and further acknowledges that the Company disclaims all representations and warranties of any kind, whether express or implied
10. The payment process would be considered to be complete only on receipt of full fees and all other charges (as payable) into LoadNow's designated bank account.
11. You shall choose to pay for the Service Fee by any of the following methods:
 - i. **E-Wallet payment:** LoadNow offers You the facility of making an online payment through an E-Wallet powered by a third party payment processor ("Payment Processor"). E-Wallet money will not be applicable on bookings made through the phone or while the user(s) is not logged into his/her Account on the Site. The processing of payments, in connection with Your use of the E-Wallet will be subject to the terms, conditions, and privacy policies of the Payment Processor that LoadNow engages for the purpose. LoadNow will not be responsible for any errors by the Payment Processor in any manner. Further, even in cases of E- Wallet payments, all Additional Fee (defined below) shall have to be paid by You to the authority or person concerned or if already paid by the Driver, to the Driver. When You choose to make an E-Wallet payment, LoadNow shall collect the Transportation Charges on behalf of the Vendor who will be responsible for providing the transportation services.
 - ii. **Credit Card/ Debit Card/ Net Banking Payment:** Total Transportation Charges shall be effected using the services of an entity providing payment gateway/processor services, authorized by LoadNow. Such Payment Gateway may either be LoadNow or any of its affiliates or partners or unrelated third parties. You agree and undertake to share relevant payment details including credit/debit card details (Card Details) with the payment Gateway for the successful completion of payment towards Total Transportation Charges to LoadNow and authorize the Payment Gateway to complete such transactions. In this respect, it is clarified that all Payment gateways whose services are utilized for the purposes of the Site and/or Application and/or Services shall be PCI-DSS (Payment Card Industry – Data Security Standard) compliant. Your authorization permits the Payment Gateway to debit or credit the bank account associated with Your payment details. Your authorization further permits the Payment Gateway to use Your Card Details for the processing of transactions initiated by You at any of LoadNow's affiliates. Your authorization will remain in effect as long as You maintain an Account with Us. In the event You delete Your Card Details with the Payment gateway or if You delete Your Account, the Payment Gateway will not process any further transactions initiated by You at the Site or Application and at the sites of any of

LoadNow's affiliates. Your authorization under this clause is subject to any other terms and conditions of the Payment Gateway.

11. Any payment related issue, shall be resolved between You and the Payment Processor. LoadNow shall not be responsible for any unauthorized use of Your E-Wallet during or after availing the Services on the Site.

Annexure-A

“Goods Excluded & dangerous & Hazardous Goods”

Goods Classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), any applicable government department or other relevant organization.

Not permitted by the laws/rules/restrictions in force or no customs declaration is made when required by applicable customs regulations and/or any other relevant laws.

Any items notified by LoadNow to be restricted and/or banned and/or dangerous and/or prohibited from time to time (such items including but are not limited to animals, bullion, currency, bearer from negotiable instruments, precious metals and stones, firearms or part thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

Below is the list of restricted and/or banned and/or dangerous and/or prohibited items, including but not limited to;

- i. Oil-based paint and thinners (flammable liquids)
- ii. Industrial solvents
- iii. Insecticides, garden chemicals (fertilizers, poisons)
- iv. Lithium batteries e. Magnetized materials
- v. Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
- vi. Fuel for camp stoves, lanterns, torches or heating elements h. Automobile batteries
- vii. Infectious substances
- viii. Any compound, liquid or gas that has toxic and/or infectious characteristics
- ix. Bleach
- x. Flammable adhesives
- xi. Arms, ammunitions or any weapon with blade (including but not limited to air guns, flares, gunpowder, firework, knives, swords and antique weaponry)
- xii. Dry ice (Carbon Dioxide, Solid)
- xiii. Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air
- xiv. Alcohol
- xv. Tobacco and tobacco related products
- xvi. Electronic cigarettes
- xvii. Ketamine Restricted Items:
- xviii. Precious stones, gems and jewellery (including but not limited to antiques bullion (of any precious metal), diamonds, gold, silver, platinum, trophies related to animal hunting, semiprecious stones in any form (including bricks)
- xix. Uncrossed (bearer) drafts / cheque, currency and coins c. Poison d. Firearms, explosives and military equipment.
- xx. Hazardous and radioactive material
- xxi. Foodstuff and liquor

- xxii. Any pornographic material
- xxiii. Any Hazardous chemical items (including but not limited to radioactive material, special chemicals, material, equipments and technologies (SCOMET) items, hazardous/chemical waste, corrosive items (acids), machines parts containing oil, grease, toner)
- xxiv. Any Plants and its related products (including but not limited to oxidizing substances, sand/soils/ores, sandalwood, wood, wood pulp, edible oils, de-oiled groundnut, endangered species of plants and its parts, asbestos)
- xxv. Any Drugs and Medicines (including but not limited to cocaine, cannabis, LSD, morphine, opium, psychotropic substances, and such other drugs, poisonous goods, contraband (such as illegal/illicit and counterfeit drugs)
- xxvi. Any Animals and Human
- xxvii. Body related items/product (including but not limited to live stock, cremated or disinterred human
- xxviii. Being's remains, human being and any animal embryos, human being and any animal remains, human being and any animals corpses, organs/body parts of human being and any animals