

Welcome to LOADNOW. If you continue to browse and use our app/website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Forza Logistics Techlabs Pvt. Ltd.(Owner of LOADNOW) relationship with you in relation to this app/website and the Services (as described below)

In the event there is a conflict between the terms and conditions specified herein and the provisions of any other document executed between the parties hereto, the terms and conditions specified herein would prevail.

DEFINITIONS

The following definitions apply to the terms and conditions set out below that govern this contract of Carriage between you and us:

- "We", "us", "our", "Carrier", "LOADNOW", "Company" shall refer to Forza Logistics Techlabs Pvt. Ltd. (owner of LOADNOW), its employees, authorized agents and its independent contractors and the entities that carry or undertake to carry the consignment hereunder or perform any other services incidental thereto on its behalf.
- "You", "your", "consignor" 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.
- "Services" means the technology-based services provided by LOADNOW which enable the following:
 - the hiring of vehicles by Customers for a point to point service, or for time and usage based service within city limits and outside the city limits, including inter-city all over India, through the internet and / or mobile telecommunications devices;
 - such other services which LOADNOW may from time to time add.
 - "Carriage" means and includes the whole of the operations and services undertaken by us in connection with the Consignment.
 - "Consignment" means any package, parcel, sachet, or freight which is or are given to and accepted by us for carriage under our Consignment Note.
 - "Dangerous Goods" means goods classified as dangerous as per ICAO T.I., IATA DGR, IMDG-Code, ADR or other national regulations for transport.
 - "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 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.

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 at least 18 (eighteen) years of age.

LOADNOW advises its users that while accessing the web site, they must follow/abide by the related laws. LOADNOW is not responsible for the 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.

USER(S) AGREEMENT

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. User(s) may use this site solely for their own personal or internal purposes.

This agreement applies to all LOADNOW Services offered on the web site, collectively with any additional terms and condition that may be applicable to the specific service used/accessed by user(s).In the event of a conflict or inconsistency between any provision of the terms and conditions mentioned herein with those of the particular service, the provisions of the terms and conditions applicable to such specific Services shall prevail.

AMENDMENT TO USER(S) AGREEMENT

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.

INTELLECTUAL PROPERTY RIGHTS

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.

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Trademark

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Copyright

All content on this web site/app is the copyright of LOADNOW except the third party content and link to third party web sites on our app/website. Systematic retrieval of LOADNOW content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from LOADNOW is prohibited.

In addition, use of the content for any purpose not expressly permitted in this Agreement is prohibited and may invite legal action. As a condition of your access to and use of LOADNOW's Services, you agree that you will not use the web site service to infringe the intellectual property rights of LOADNOW or any other third party in any way. LOADNOW reserves the right to terminate the account of a user(s) upon any infringement of the rights of any third party in conjunction with use of the LOADNOW service, or if LOADNOW believes that user(s) conduct is harmful to the interests of LOADNOW, its affiliates, or other users, or for any other reason in LOADNOW's sole discretion, with or without cause. You shall be liable to indemnify LOADNOW for any losses or expenses incurred by LOADNOW due to any infringement of intellectual property rights owned by LOADNOW without prejudicing LOADNOW's right to bring any legal action against you.

LINKS TO 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. **TERMINATION**

Most content and some of the features on the web site are made available to visitors free of charge. However, LOADNOW reserves the right to terminate access to certain areas or features of the web site at any time for any reason, with or without notice. LOADNOW also reserves the universal right to deny access to particular users 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. **TERMS & CONDITIONS FOR USE OF OUR SERVICE**

The following Terms & Conditions shall apply to customers utilising the Services offered by the Company for the hiring of vehicles:

The customer shall pay the fare (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. The customer shall ensure that he/she will not indulge in any of the following activities while availing the service:

- 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.

The Customer 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.

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.

The Company shall be entitled at any time without giving any reason to terminate the booking of the vehicle done by the Customer. User(s) shall indemnify LOADNOW with respect to any expenses incurred with respect to such booking.

In case of lost items during the transit, Company will try to locate the items on a "best-effort" basis but is not responsible for the same in case of loss or damage or theft or misappropriation to / of the same. LOADNOW aggregates the vehicles for the purposes of providing Services. In the event of loss of any item, User(s) shall not have any right to withhold the payment to be made to LOADNOW. Further, in the event any payments from the User to LOADNOW are pending for the period prescribed by LOADNOW in its respective invoice / statement, LOADNOW reserves the right, in accordance with the Applicable Law, to exercise particular lien over the consignment till full payment is made to LOADNOW for the Services. Additionally, User(s) will be liable to indemnify LOADNOW against any loss, damage or expenses incurred by it due to the custody of the consignment during this period.

Any complaint in respect of the Services or the use of the vehicles, the Customer has to inform the Company of the same in writing within 24 hours of using the vehicles or Services of the Company.

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.

The Company shall be entitled to add to, vary or amend any or all these terms and conditions at any time and the Customer shall be bound by such addition, variation or amendment once such addition, variation or amendment are incorporated into these terms and conditions at Company's website at www.LOADNOW.io on the date that Company may indicate that such addition, variation or amendment is to come into effect. 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.

Cancellation Policy: All cancellations made 5 minutes after driver allocation will incur a cancellation fee of INR. 100/- (Indian Rupees Fifty only).

Cancelling four bookings in a day after driver allocation will temporarily suspend your account for 48 hours. Figures are subject to change. Toll Charges: In case of a toll on your trip, return toll fare will be charged.

CONFIDENTIALITY

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

DISCLAIMER

All vehicles registered with the Company are continuously tracked using mobile technology for security reasons only. It is hereby made expressly clear to you that the Company does not own any vehicle nor it directly or indirectly employ any driver for the vehicles or Labour for loading/unloading of Consignment. Vehicles, drivers and Labour are all supplied by third parties and the Company disclaims any and all liability(ies) in respect of the Labour, drivers and the vehicles alike.

The Company has right to use the customer contact information for its own marketing purposes. The Company may send regular SMS updates to the mobile numbers registered with it. [INSURANCE INFO](#)

We, LOADNOW don't provide any sort of insurance for the goods carried through our partner vehicles. Delivery of the goods will be done on "Best effort basis" and LOADNOW don't assure quality of goods delivered to customers.

YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS

By giving us your consignment, 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. Our terms and conditions also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your consignment or perform other Services as well as our employees, directors and agents. Only one of our authorized officers may agree to a variation of these terms and conditions in writing. When you give us the consignment with oral or written instructions that conflict with our terms and conditions we shall not be bound by such instructions.

YOUR OBLIGATIONS

- You warrant, undertake and guarantee to us:
 - The contents of the consignment (including but not limited to weight and number of items) have been properly 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 are enclosed with the Consignment Note.
 - That 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 organisation with whom we or you may not legally trade under Applicable Law.
 - That 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.

- We are authorised to deliver the goods at the address mentioned on the Consignment Note 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.
- You have declared the correct weight of the consignment and you will provide any special equipment we may need to load or unload the consignment on or off our vehicles.

- When you have asked us to charge the receiver or a third party and the receiver or third party does not pay us you will promptly settle our invoice together with an administration fee in full within 7 days of us sending you the invoice
- Applicable Law has been complied with by you.

- You 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.
- You understand, agree and acknowledge that if the consignment or any contents thereof are of the value exceeding INR 25,000/- (Indian Rupees Twenty-Five Thousand only), you shall get the consignment insured from a General Insurance company operating in India 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.

- 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.

- You 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 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.

- The customer agrees and acknowledges that the use of the Services offered by Company is at the sole risk of the customer and that Company 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:
 - The Services meeting the customer's requirements.
 - The Services will be uninterrupted, timely, secure, or error-free.
 - Any responsibility or liability for any loss or damage, howsoever caused or suffered by the Customer arising out of the use of Services offered by Company or due to the failure of Company to provide Services to the Customer for any reason whatsoever including but not limited to the Customer's non-compliance with the Services' recorded voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of Company or any person or any organization involved in the above mentioned systems.
 - Any liability for any damages of any kind arising from the use of the Service offered by the Company, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
 - Any additional or extra charges for far off locations & toll charges as well.
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- Applicable Law has been complied with by you. ○

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.

DAINGEROUS GOODS / SECURITY

- Dangerous Goods
 - We do not carry, nor perform other Services regarding, goods which are in our sole opinion Dangerous Goods including, but not limited to, those specified in the regulations, guidelines, technical instructions, codes applicable to us and our business or to the transport of, or the performance of other Services regarding, Dangerous Goods.
 - We may at our discretion accept some Dangerous Goods for carriage, or for the performance of other Services, in some locations if you have been accorded the status of an approved customer and this must be given by us in writing before your consignment can be accepted. Your Dangerous Goods will only be accepted if they comply with the applicable regulations and our requirements. Details of our requirements together with the procedure for applying for approved customer status are available from our nearest office and a dangerous goods surcharge will be invoiced to you upon acceptance of your consignment.
- Prohibited Items: We do not accept consignments that contain prohibited items.
- We accept consignments only upon your declaration of the type and value of the consignment ("said to contain" basis). We have no responsibility whatsoever as to the correctness of description, type or value thereof and you agree to indemnify us and hold us harmless from any claims that may be brought against us arising out of or relating to such declaration provided by you and any costs we will incur relating thereto.

REJECTED CONSIGNMENTS

If the receiver refuses to accept delivery, we will try to contact you and agree to the next action if it is appropriate. You agree to pay us any costs we incur in forwarding, disposing of or returning the consignment and our charges (if any) for the agreed appropriate next action.

If user(s) terminates the agreement with LOADNOW with respect to any consignment, user(s) shall be liable to pay LOADNOW the entire fees and other expenses so incurred with respect to such consignment. **CLAIMS BROUGHT BY THIRD PARTIES**

You undertake to us that you shall not permit any other person who has an interest in the consignment to bring a claim or action against us arising out of Carriage even though we may have been negligent or in default and if a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it.

The above mentioned terms and conditions of use and/or Agreement and the Privacy Policy constitute the entire agreement between the User(s) and LOADNOW with respect to access to and use of the web site and the Services offered by LOADNOW, superseding any prior written or oral agreements in relation to the same subject matter herein.

GST

- GST, as applicable, will be levied on the Invoice.

- Any information shall be considered only prospectively. Under no circumstances, will invoices be revised retrospectively for delay in providing GST registration information.
- Taxes on reverse charge mechanism, wherever applicable, shall have to be paid by the recipient of services.

GOVERNING LAW AND JURISDICTION

These Terms of Service shall be governed by and construed in accordance with the laws of the India, without regard to the principles of conflict of laws. The courts of [Mumbai] shall have exclusive jurisdiction over any disputes, differences or claims arising out of or in connection with these Terms of Service or any Services provided by us pursuant to these Terms of Service

DISCLAIMER

The information contained in this website and LOADNOW App is for general information purposes only. The information is provided by LOADNOW and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website / App or the information, products, services, or related graphics contained on the website / App for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website / App.

Through this website / App you are able to link to other websites which are not under the control of LOADNOW. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

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