

User Agreement

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This Gclick User Agreement (the “User Agreement”) and all policies and additional terms posted on and in our sites, applications, tools and services (collectively “Services”) set out the terms on which Gxpress Solutions (India) PVT LTD ,a company organized under the laws of India (hereinafter, the “Company”) offers you access to the Gclick service. You agree to comply with all of the terms of this User Agreement when accessing or using our Services.

1. About Gclick

- 1.1. Gclick is online freight quotation/Order placing service operated by the Company. The Company is an affiliate of Gxpress Solutions (India) PVT LTD and its group entities, which are in the business of providing freight forwarding services on a global scale.
- 1.2. By accessing the Gclick web-platform, any person or entity interested in shipping goods from one location to another can - subject to any restrictions by law or under this User Agreement - get a quotation and place a transport order in just a few minutes.
- 1.3. In providing you any information in connection with a quotation, the placing of your transport order or the execution thereof, the Company is merely acting as an agent for Gxpress Solutions and as an intermediary between you and the Company. When you accept a quotation through Gclick and the Standard Trading Conditions of

Gxpress Solutions the actual freight forwarding contract is entered into between you and the relevant Gxpress Entity. The Company is not a party to the freight forwarding agreement.

2. Fees

- 2.1. As of the date hereof the Services are provided to you free of charge. However, we reserve our right to charge fee to the users of Gclick at a later date, in which case the terms of this User Agreement will be amended accordingly and posted on the Gclick website.

3. Prohibited Use of Gclick

- 3.1. In connection with using or accessing the Services you will not use Gclick for purposes other than obtaining freight quotations and placing transport orders. Without limiting the generality of the foregoing, you will not:
- breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;
 - use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
 - fail to pay for services ordered by you to the relevant Gxpress Entity, unless you have a valid reason as set out in the respective Gxpress Entity terms and conditions;
 - distribute viruses or any other technologies that may harm Gclick or the interests or property of users;
 - use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose;

- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to Gclick. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Gclick or someone else;
 - infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
 - harvest or otherwise collect information about users without their consent; or
 - circumvent any technical measures we use to provide the Services.
- 3.2. If we believe you are abusing Gclick and/or our Services in any way, or the Gxpress Entity reports to us that you have failed to pay the Gxpress Entity's undisputed invoices in due time or that you are a competitor of Gxpress Solutions using Gclick as a means to obtain competitive advantage, we may, in our sole discretion, without providing justification and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.

4. Reliance on Information Furnished

- 4.1. You are required to review all information that is legally required for the proposed shipment (including but not limiting to written declarations, licenses, as well as entry, export or security data among others) and ensure the correctness of the same before submitting them to us.

- 4.2. You are also required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. You acknowledge that the relevant Gxpress Entity is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as your agent in order to provide the certified weight to the steamship lines.
- 4.3. The relevant Gxpress Entity will rely on the correctness of all documentation furnished by you through Gclick. You shall indemnify us and the relevant Gxpress Entity and hold us and such Gxpress Entity harmless from any and all claims asserted and/or liability or losses suffered by reason of your failure to disclose information or any incorrect or false statement by you upon which the relevant Gxpress Entity reasonably relied.

5. Quotations Not Binding

- 5.1. No quotation shall be binding upon the relevant Gxpress Entity unless and until you have accepted the quotation offered to you through Gclick and the Standard Trading Conditions of Gxpress Solutions. Until such acceptance we reserve the right to modify the quotation based on the instructions provided by the relevant Gxpress Entity.

6. The Freight Forwarding Contract

- 6.1. Once you accept the Quotation by the relevant Gxpress Entity through Gclick, a freight forwarding contract is entered between you and such Gxpress Entity exclusively under the terms and conditions of such Gxpress Entity, which will be made available to you by way of a link on the quotation presented by such Gxpress Entity. Gclick is not a party to such freight forwarding contract.
- 6.2. You expressly acknowledge that an electronic signature may be used in lieu of a signature affixed by hand, and that such a signature shall have the same validity and effect as the use of a signature affixed by hand. You further expressly acknowledge that, notwithstanding any

statute, regulation, or other rule of law, with respect to any transaction in or affecting foreign commerce: (a) a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form; and (b) a contract relating to such transaction may not be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. You acknowledge that the use of the Gclick's system for an approved transaction shall be sufficient to constitute the customer's signature, and the customer's acceptance and the applicability of these terms and conditions to such approved transaction. Not being a party to the freight forwarding contract and in its capacity of a mere intermediary, Gxpress hereby disclaims any liability to you, your affiliates or any other party in connection with the performance of the freight forwarding services. You acknowledge that you have no legal recourse to Gclick in connection thereto. If, notwithstanding the above, a competent court determines that we should be liable to you, then the terms and conditions of the relevant Gxpress Entity, including its limitations of liability, shall be applicable to us as well.

7. Disclaimer of Warranties; Limitation of Liability

- 7.1. We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Such functionality is subject to delays beyond our control.
- 7.2. You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 7.3. In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers,

directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- the content you provide (directly or indirectly) using the Services;
- your use of or your inability to use our Services;
- pricing, shipping, format, or other guidance provided by Gclick;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any GclickService;
- the content, actions, or inactions of third parties; or
- your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

7.4. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

7.5. If regardless of the previous paragraphs, we are nevertheless found to be liable, our liability to you or to any third party in connection with a specific incident is limited to INR 5000 (Five Thousand Indian Rupees).

8. Compliance with the Law; Shipments Involving Sanctioned Countries

- 8.1. The presentation to you of a quotation through Gclick cannot be construed as a representation by the Company nor by the relevant Gxpress Entity that the proposed shipment is legal.
- 8.2. You agree to indemnify and hold the Company and the relevant Gxpress Entity harmless from any loss or damage arising out of a breach by you of the aforementioned covenant.

9. Confidentiality; Data Privacy

- 9.1. You acknowledge and understand that all the information that you transmit to us and that we transmit to you (including, for the avoidance of doubt, quotations) through Gclick shall be deemed Confidential Information.
- 9.2. Neither party will disclose Confidential Information to any third party (other than those of its employees, affiliates, or agents under nondisclosure obligations) or to use Confidential Information for any purpose other than as contemplated by this User Agreement. The obligation set forth in the preceding sentence shall not apply to information that: at the time of disclosure is in the public domain or generally known by the public; (ii) after disclosure, becomes part of the public domain or generally known by the public, except by breach of this Agreement; (iii) was already in the receiving party's possession at the time of disclosure by the disclosing party; (iv) resulted from the receiving party's own research and development, independent of disclosure from the disclosing party; (v) the receiving party receives from third parties, provided such information was not obtained by such third parties from the disclosing party on a confidential basis; or (vi) is produced in response to a mandatory requirement by applicable law or an order by a competent authority.
- 9.3. We will comply with applicable privacy laws. Any personal data that you enter into Gclick will be treated by the Company according to its Privacy Policy available at our website

10. Intellectual Property Rights

10.1. This site is controlled and operated by GXPRESS. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the content, use of the materials on any other Platform or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

10.2. All rights, not otherwise claimed under this Agreement by GXPRESS, are hereby reserved. Any information or advertisements contained on, distributed through, or linked, downloaded or accessed from any of the services contained on the Website or any offer displayed on or in connection with any service offered on the Website ("Website Information") is intended, solely to provide general information for the personal use of the User(s), who fully accept any and all responsibility and liabilities arising from and out of the use of such Information. GXPRESS does not represent, warrant or endorse in any manner the accuracy or reliability of Website Information, or the quality of any products and/or services obtained by the User(s) as a result of any Website Information.

11. Mode of Communication

11.1. When You use the Platform or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically

and as and when required. We may communicate with You by email or by such other mode of communication, electronic or otherwise.

12. Research

- 12.1. You acknowledge and accept that Gxpress may use the data that you entered into Gclick for purposes of research on market and industry trends. You hereby further agree that we may share such information with third parties and/or publish the outcomes of our research as long as such information is presented along with the data of other users in an aggregated and anonymized manner.

13. Governing Law and Dispute Resolution

- 13.1. These conditions are governed by and construed in accordance with the laws of, India. In the event of a dispute arising between us, we ask that in the first instance you contact us directly to seek a resolution by contacting our customer support team. If we cannot agree a resolution either directly or through alternative dispute resolution procedures we may agree to use, such as mediation or arbitration (including as set out in (b) below), then we both agree to submit to the non-exclusive jurisdiction of the courts of Jaipur, Rajasthan India. This means that if you are a consumer you are still protected by and entitled to enjoy and enforce your consumer rights in the country or state in which you live.
- 13.2. Without prejudice to the foregoing, we both agree that any dispute between us as set out above may be referred to and finally resolved by arbitration in Jaipur, Rajasthan by a sole arbitrator under the Arbitration and Conciliation Act, 1996. This shall not affect your rights as stated above if you are a consumer.