

User Terms

These terms of use ("**Terms of Use**") mandate the terms on which users ("**You**" or "**Your**" or "**Yourself**" or "**Users**") interested in browsing or availing Delsto Services (defined below), and accessing the platform www.Delsto.com and the mobile application owned and operated by Delsto Digital Private Limited ("**Delsto**") collectively referred to as, the "**Platform**" connects with the merchants registered on the Platform ("**Tied-up Merchants**"), merchants not registered on the Platform ("**Non-tied up Merchants**") (together hereinafter referred to as "**Merchants**") and with delivery partners ("**Delivery Partners**") to avail the Delsto Services.

Please read the Terms of Use attentively before using the Platform or registering on the Platform or accessing any material or data through the Platform. By clicking on the "**I Accept**" button, You accept this Terms of Use and agree to be legally bound by the same.

Use of and access to the Platform is extended to You upon the condition of acceptance of all the terms, conditions & notices contained in this Terms of Use and Privacy Policy, along with any amendments made by Delsto at its sole discretion and posted on the Platform from time to time.

For the purposes of these Terms of Use, the term 'Delsto' or 'Us' or 'We' refers to Delsto Digital Private Limited. The term 'You' cite to the user or visitor of the Website and/or App. When you use our services, you will be subject to the terms, guidelines and policies applicable to such service and as set forth in these Terms of Use. As long as you adhere to these Terms of Use, We grant you a personal, non-exclusive, non-transferable, bounded privilege to enter and use our Platforms & services.

PART a - GENERAL TERMS RELATING TO DELSTO SERVICES

1. Registration:

- a. You shall be permitted to access the Platform, avail the Delsto Services and connect with Merchants and Delivery Partners on the Platform only upon creating an Account (as defined below) and obtaining a registration on the Platform. Your ability to continue using the Platform, Delsto is subject to Your continued registration on the Platform. You will be required to enter Your personal information along with your name, contact details, credible phone number while registering on the Platform.
- b. As a part of the registration, You may be required to undertake a verification process to verify Your personal information and setting up the Account.
- Delsto shall have the right to display the information, feedback, ratings, reviews etc. provided by You on the Platform. You agree and accept that as on the date of Your registration on the Platform, the information provided by you is complete, accurate and up-to-date. In the event of any change to such information, You shall be required to promptly inform Delsto of the same, in writing, at least 1 (one) week prior to the date on which such change shall take outcome. You acknowledge and accept that Delsto has not independently verified the information provided by You. Delsto shall in no way be responsible or liable for the accuracy or completeness of any information provided by you. If you provide any information that is deceptive, inaccurate, not current or incomplete, or Delsto has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Delsto reserves the right to suspend or terminate Your Account (defined below) and refuse any and all current or future use of the Platform (or any portion thereof) at any time.

2. Delsto Services:

- a. The Platform provides you with the following services ("**Delsto**"):
 - i. It permits You to connect with Merchants and Delivery Partners;

- ii. It permits you to view the items/services ("**Items**") listed on the Platform by the Tied Up Merchants;
- iii. It permits You to purchase Item(s) from the Tied Up Merchants listed on the Platform and allows You to get the Items delivered to You through Delivery Partners ("**Purchase Services**");
- iv. It permits You to purchase Items from Non-Tied Up Merchants and get the same delivered to You by the Delivery Partners ("**Delivery Services**");
- v. It permits you to pick up- and drop off packages from 1 (one) location to the other through the Delivery Partner ("**Pick Up and Drop Off Services**");
- vi. It permits You to avail the bike taxi service provided by the Delivery Partners ("**Bike Taxi Services**");
- vii. It permits You to give ratings, write comments & reviews about Delivery Partners and Merchants;
- viii. It facilitates improvement in the quality of the services provided by Delsto on the Platform based on User ratings, reviews and feedbacks provided on the Platform.
- b. Once the Delivery Services/ Purchase Services/Pick-Up and Drop Off Services/Bike Taxi Services have been completed or delivered, as the case may be, You shall promptly notify the same on the Platform.
- c. Delsto may, at its absolute sole discretion, add, modify, upgrade, extend, withdraw or alienate any of the Delsto Services listed above from time to time. Delsto does not provide any guarantee to You that the Delsto Services will be made available to You at all times.
- d. You hereby agree and acknowledge that Delsto is only a facilitator between You, the Merchants and Delivery Partners (as the case maybe) and Delsto only provides You with access to the Platform to connect with Merchants and Delivery Partners for You to initiate transactions on the Platform. You hereby agree and acknowledge that Delsto will not be a party to any of the transactions that are initiated by You through the Platform and Delsto shall not be accountable in any manner or draw any liability with respect to the services performed by the Merchants or the Delivery Partners, as the case may be. Further, You hereby agree and acknowledge that Delsto shall not be liable for the conduct, acts and omissions of the Merchants (including their employees and consultants) and Delivery Partners in the course of providing their services to You, or for any loss or damage to the Item or otherwise caused to You as a consequence of or in

relation to the services being provided to You by the Merchants or the Delivery Partner, as the case may be.

- e. You shall be eligible to avail the Delsto Services as per applicable laws. If You are purchasing any medicinal product, using the Platform, for which You are required to have a valid prescription from a medical practitioner, You shall, ensure that physician, as far as possible, recommended drugs with common names and he / she shall ensure that there is a clear prescription and will upload the same on the Platform, while initiating a transaction with respect to the same on the Platform. Failure to do the same, will result in cancellation of the transaction. Only upon verification of the medical prescription, will You be able to avail the Delsto Services for purchasing the required medicines.

In the case of Purchase Services, it is the role of the Tied-Up Merchants to share the updated Item list along with its prices on the Platform. Delsto shall not be responsible for any inaccurate Item listing on the Platform. Further, You hereby agree and acknowledge that for certain Items (Items that are perishable in nature or Item whose price varies periodically), it may not be possible for the Tied-Up Merchants to list out the correct price or prices of alike Items on the Platform. The above shall also be suited to the provision of Purchase Services. In such cases, the Delivery Partner upon reaching the Merchant avenue shall intimate You about the Item price and You shall be required to confirm the purchase of the Item and you shall make the payment for the same to complete the transaction, however if You do not confirm the purchase of the Item and do not make payment for the Item, You shall pay such fees as may be conveyed to You on the Platform for the efforts of the Delivery Partner.

- f. You shall not initiate any transaction for any Item on the Platform which is illegal, immoral, unethical, unlawful, unsafe, contains harmful substance and is in violation of this Terms of Use and applicable laws. You explicitly agree that You shall not take up any transaction on the Platform for the purchase or delivery of any alcoholic beverages, narcotic drug or psychotropic substance, etc. Further, You hereby acknowledge and agree that Delsto shall not be liable for any indirect, direct damage or loss, cost, expense incurred by You in relation to the transactions initiated by You on the Platform.
- g. Delsto does not check or verify the packages that are being picked up and dropped off on behalf of You or the Items that are being delivered to You by the Delivery Partner, and therefore Delsto shall have no liability with

respect to the same. However, if it comes to the knowledge of Delsto that You have packaged any illegal or dangerous substance or availed the Pick-up and Drop Off Services using the Platform to deliver any illegal or dangerous substance, Delsto shall have the right to report You to the government authorities and take other appropriate legal actions against You.

- h. You hereby acknowledge that Delsto shall not be liable for any damages of any kind arising from Your use of the Delsto Services, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- i. Delsto shall be entitled at any time without giving any reason terminate Your request for any Delsto Service.
- j. You hereby agree that Delsto shall not be liable for any conduct or misbehaviour or actions of Delivery Partner with respect to any transactions initiated on the Platform. Further, You agree that Delsto has no control over the Items provided to You by the Merchants and therefore, Delsto shall not incur any liability with respect to such Items. However, keeping in mind the interests of the Users, We have informed our Merchants to ensure that Items are packaged properly to avoid any form of spillage or damage to the Item or any issues related to packaging
- k. You hereby agree that scheduling and rescheduling a transaction on the Platform depends upon the availability of Delivery Partners around Your area at the time of such scheduling and re-scheduling a transaction. Should You choose to reschedule a transaction on the Platform at a later point of time, You shall cancel the current transaction on the Platform (if initiated) and initiate a new transaction on the Platform, as per Your convenient time.
- l. If a transaction initiated by You on the Platform cannot be completed, Delsto shall notify You on the Platform.
- m. You comply to provide as much information as possible on the Platform with respect to the Items/services You wish to purchase/avail, using the Platform.
- n. Delsto shall use Your locationbased information that is captured by Delsto through global positioning system when You are using Your mobile device to request a Delsto Service on its mobile app. Such location based information shall be used by Delsto only to facilitate and improve the Delsto Services being offered to You.

- o. We can't accomplish any tasks which are indecent or illegal in nature. Delsto reserves the right to refuse to perform any tasks on the grounds of such tasks being immoral/unethical/unlawful/banned either by Delsto's internal policies or as per the independent discretion of Delsto. Delsto may also refuse to perform any task on the grounds that such task is prohibited under any contract to which we are party.
- p. You understand and acknowledge that Delsto by itself does not sell or provide any such Items. Delsto is not responsible for the quality, merchantability or fitness of such Items. Accordingly, in the event of any afflictions originating from the transaction initiated by You on the Platform pertaining to purchase or sale of any product from any Merchant, You may contact Delsto support for routing. your grievances to the Merchant through the Platform.
- q. You hereby acknowledge that if You have any complaint with respect to the Delsto Services, You will first inform Delsto in writing within 24 (twenty four) hours of using such Delsto Services.

3. User Information

a. You are solely responsible for and in control of the information You provide to us. Compilation of User Accounts and User Account bearing contact number and e-mail addresses are owned by Delsto. Further, You understand and agree that certain information will be case sensitive and must be handled with a prudent care.

b. In the case where the Platform is unable to establish unique identity of the User against a valid mobile number or e-mail address, the Account shall be indefinitely suspended. Delsto reserves the full discretion to suspend a User's Account in the above event and does not have the liability to share any Account information whatsoever.

4. Payment Terms

- a. **Purchase Services:** While commencing a request for a Purchase Service, You shall pay for the price of the Items You require the Delivery Partners to deliver to You from the Tied Up Merchant. The transaction for the Purchase Service will be proposed on the Platform once You have completed the payment for the same on the Platform. In certain exceptional precedences, if the purchase price of the Item is not available on the

Platform, You shall be required to pay the purchase price of the Item, through the Platform, as may be communicated to You by the Delivery Partner, prior to the Delivery Partner undertaking Purchase Service.

- b. **Delivery Services:** While accounting Delivery Service, You shall pay the purchase price of the Item through the Platform, as may be communicated to You by the Delivery Partner on behalf of the Non- Tied up Merchant. Only upon processing such agreed amount by means of Platform, shall the Delivery Partner purchase the Item on Your behalf.
- c. **Pick Up and Drop Off Services:** While initiating a request for a Pick Up and Drop Off Service, You shall pay the service fees for availing the Pick Up and Drop Off Service, as perhaps displayed to You on the Platform. Only upon making such amount will the Delivery Partner initiate the Pick Up and Drop of Service.
- d. **Bike Taxi Service:** While setting up a request for a Bike Taxi Services on the Platform, You shall pay the service fees for availing the Bike Taxi Services, as may be displayed to You on the Platform. Only upon making such payment will you be fitted to avail the Bike Taxi Service.
- e. **Service Fees:** With respect to Delivery Services and Purchase Services, You will be charged a separate service fees ("**Service Fees**"). The Service Fees shall be paid prior to availing any of the Delsto Services.
- f. You agree that Delsto may use certain third-party vendors and service providers, including payment gateways, to process the payments made by You on the Platform.

5. Rating

- a. You agree that: (i) after completion of a transaction on the Platform, the Platform will prompt the User with an option to provide a rating and comments about the Delivery Partner (with respect to the services performed by the Delivery Partner) and Merchants (with respect to the Items sold/provided by them); and (ii) the Delivery Partner and the Tied-Up Merchants may also be prompted to rate You on the Platform. Based upon such Delivery Partner and Merchant ratings, Your rating score on the Platform will be determined and displayed.
- b. Delsto and its affiliates reserve the right to use, share and display such ratings and comments in any manner in connection with the business of Delsto and its affiliates without attribution to or approval of Users and You hereby consent to the same. Delsto and its affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other

personal information, or violate any privacy laws, other applicable laws or Delsto's or its affiliates' content policies.

- c. **Location:** You acknowledge and agree that Your geo-location information is required for You to avail the Delsto Services and initiate transactions on the Platform. You acknowledge and hereby consent to the monitoring and tracking of Your geo-location information. In addition, Delsto may share Your geo-location information with Delivery Partners and Merchants (as the case maybe).

PART B - SPECIFIC TERMS FOR DELSTO SERVICES

6. Cancellation and Refund

- a. Delsto shall confirm and initiate the execution of the transaction initiated by You upon receiving confirmation from You for the same. If You wish to cancel a transaction on the Platform, You shall select the cancel option on the Platform. It is to be noted that You may have to pay a cancellation fee for transactions initiated on the Platform for which work has already been commenced by the Delivery Partner or the Merchant, as the case may be. With respect to work commenced by Merchants the cancellation fee will be charged to You which will be in accordance with the cancellation and refund policies of such Merchants.
- b. Delsto may cancel the transaction initiated by You on the Platform, if:
 - The designated address to avail the Delsto Services provided by You is outside the service zone of Delsto.
 - Failure to get your response via phone or any other communication channel at the time of confirmation of the order booking.
 - The transaction involves supply/delivery/purchase of any material good that is illegal, offensive or violative of the Terms of Use.
 - [If the transaction involves the purchase of medicines for which a medical prescription prescribed by a medical practitioner is required and for which You

have not provided such medical prescription or provided an invalid medical prescription.]

- Information, instructions and authorisations provided by You is not complete or sufficient to execute the transaction initiated by You on the Platform.
- If in case of tied-up Merchants, the Tied-Up Merchant outlet is closed.
- If a Delivery Partner is not available to perform the services, as may be requested.
- If any Item for which You have initiated the transaction is not in stock with the Merchant.
- If the transaction cannot be completed for reasons not in control of Delsto.
- c. You shall only be able to claim refunds for transactions initiated by You only if You have already pre-paid the fees with respect to such transaction. Subject to relevant Merchant's refund policy and in accordance therein, You shall be eligible to get the refund in the following circumstances:
 - Your package has been tampered or damaged at the time of delivery, as determined by Delsto basis the parameters established by Delsto in its sole discretion.
 - If the wrong Item has been delivered to You, which does not match with the Item for which You had initiated a transaction on the Platform.
 - Delsto has cancelled the order because of any reason mentioned under Para 6 (b) above.
 - All decisions with respect to refunds will be at the sole discretion of Delsto and in accordance with Delsto's internal refund policy (Refund Matrix) and the same shall be final and binding. All refunds initiated by Delsto shall be refunded to the financial source account from which, You have initiated the transaction on the Platform.

7. Delsto Cash

- a. Delsto gives You an option to make certain payments for the transactions initiated by You on the Platform, using Delsto cash as part of its Delsto Money Program ("**Delsto Money**").
- b. Usage/redemption of Delsto Cash shall be subject to the following provisions:

- i. Delsto Money can be used only for making a purchase of Item on the Platform. Delsto Money cannot be taken as a cash-back, or be transferred to Your bank account.
 - ii. Delsto Money can be redeemed by You on a particular transaction up to a maximum of 25% (twenty five per cent) of the total bill value of the transaction or ₹100 (Rupees Hundred).
 - iii. Delsto Money cannot be redeemed on restricted Items i.e. cigarettes .
 - iv. Delsto Money cannot be combined or exchanged with any other promotion offer on the Platform except when a Merchant offers a discount on the Platform, communicated to the User separately.
 - v. Delsto Money cannot be redeemed on Bike Taxi Services
 - vi. Delsto Money cannot be redeemed on send packages (**Pick Up and Drop Off Services**).
 - vii. Delsto Money cannot be transferred from one User Account to another User Account.
 - viii. Delsto Money cannot be used against the transactions involving the Non-Tied Up Merchants.
- c. Delsto Money needs to be redeemed within 7 (seven) days from the day they become active, post which Delsto Money will expire.
- d. Delsto reserves the right to change/modify these usage criteria for Delsto Money.
- e. Any fraud or abuse concerning the usage of Delsto Money is subject to strict administrative and / or legal action by Delsto, including but not limited to reversal of Delsto Cash reward and/or termination of Your Account. A fraud encompasses:
- i. If a User is found signing up using multiple IDs or phone numbers.
 - ii. If a User is found making multiple Accounts, redeeming Delsto Money.
 - iii. Any other attempt of a User to take unfair advantage, as deemed by Delsto, of the Delsto Money.
- f. Your participation in the Delsto Money Program may require You to submit certain additional personal information about You and the other

Users You refer, such as name, contact details and email address. You agree to receive communications from Delsto with regard to Your participation in the Delsto Money Program. Any information collected from You as part of the Delsto Money Program shall be subject to Delsto's Privacy Policy.

g. We may terminate your eligibility for Delsto Money or terminate Your Account, or the Accounts of Delsto Users You have referred, if You or they take any of the following actions:

- i. Open multiple accounts, including with different email addresses, for the same person in order to generate additional Delsto Money rewards.
- ii. Use false names, impersonate other people, or otherwise provide false or misleading information to Delsto.
- iii. Violate these Terms of Use or any other terms and conditions on Delsto.
- iv. Participate in the Delsto Money Program where doing so would be prohibited by any applicable law or regulations.

h. Delsto reserves the right in its sole discretion at any time to add to, remove or otherwise change the terms of the Delsto Money Program, including but not limited to: modifying the amount of the Delsto Money rewards; modifying the eligibility criteria for the User; modifying when the Delsto Money reward is given to the User; modifying how You may use the Delsto Money rewards earned through this program; Requiring minimum purchase amounts for redemption of Delsto Money reward; instituting a cap on the maximum amount of Delsto Money which the user earns or spends; Discontinuing the Delsto Money Program entirely. The changes to the provision of any of the Offers will be reflected as changes to this Terms. Your continued use of the Platform shall mean Your deemed acceptance to the changes to the terms and conditions of the Offers.

8. Pick Up and Drop Off Services

i. As a part of the Delsto Services, Delsto also gives You an option to avail the Pick Up and Drop Off Services being provided by the Delivery Partners.

ii. You can initiate a transaction on the Platform by which You may (through the help of a Delivery Partner) send packages at a particular location. The Pick Up and Drop Off Services are provided to You directly by the Delivery Partner and Delsto merely acts as a technology platform to facilitate transactions initiated on the Platform and Delsto does not assume any responsibility or liability for any form of deficiency of services on part of the Delivery Partner.

iii. Upon initiation of a request for Pick Up and Drop Off Services on the Platform, depending upon the availability of Delivery Partner around Your area, Delsto will assign a Delivery Partner to You. The Delivery Partner shall pick up the Item from a location designated by You on the Platform and drop off the Items at a particular location designated by You. While performing the Pick Up and Drop off Services, the Delivery Partner shall act as an agent of You and shall act in accordance with Your instructions. You agree and acknowledge that the pick-up location and the drop off location has been added by You voluntarily and such information will be used for the Delsto Services and shall be handled by Delsto in accordance with the terms of its Privacy Policy.

iv. You agree that You shall not request for a Pick Up and Drop Off Services for Items which are illegal, hazardous, dangerous, or otherwise restricted or constitute Items that are prohibited by any statute or law or regulation or the provisions of this Terms of Use.

v. You agree that before requesting a Pick-up and Drop-off Service, You are well aware of the contents of the package sent or requested by You through registered Delivery Partner, and that such contents are legal and within limits of transportation under any applicable laws. Such contents shall not be restricted and/or banned and/or dangerous and/or prohibited for carriage (such items include, but are not limited to, radio-active, incendiary, corrosive or flammable substances, hazardous chemicals, explosives, firearms or parts thereof and ammunition, firecrackers,

cyanides, precipitates, gold and silver ore, bullion, precious metals and stones, jewellery, semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality, securities (including stocks and bonds, share certificates and blank signed share transfer forms), coupons, stamps, negotiable instruments in bearer form, cashier's cheques, travellers' cheques, money orders, passports, credit/debit/ATM cards, antiques, works of art, lottery tickets and gambling devices, livestock, fish, insects, animals, plants and plant material, human corpses, organs or body parts, blood, urine and other liquid diagnostic specimens, hazardous or bio-medical waste, wet ice, pornographic materials, contraband, bottled alcoholic beverages or any intoxicant or narcotics and psychotropic substances or any other prohibited material or material for the transportation of which specific authorisation/license is required under applicable laws).

vi. You are also aware that the Delivery Partner may choose to perform the Pick Up and Delivery Services requested by You.

vii. You also agree that, upon becoming aware of the commission any offence by You or Your intention to commit any offence upon initiating a Pick-up and Drop-off Service or during a Pick-up and Drop-off service of any Item(s) restricted under applicable law, the Delivery Partner may report such information to Delsto or to the law enforcement authorities.

9. Delsto Money, Google Pay Offer, Paytm Offer and Amazon Pay Offer shall hereinafter be referred to as "**Offer**".

10. You hereby agree and acknowledge that the Offers are being extended by Delsto at its sole independent discretion and nothing shall entitle You to any of the Offers. You shall read the terms and conditions of the Offers carefully before availing them.

PART C: GENERAL TERMS OF USE

11. Eligibility to Use

a. The Delsto Services are not available to minors i.e. persons under the age of 18 (eighteen) years or to any Users suspended or removed by Delsto from accessing the Platform for any reason whatsoever. You represent that You are of legal age to form a binding contract and are not a person barred from receiving using or availing Delsto Services under the applicable laws.

b. Delsto reserves the right to refuse access to the Platform, at any time to new Users or to terminate or suspend access granted to existing Users at any time without according any reasons for doing so.

c. You shall not have more than 1 (one) active Account (as defined below) on the Platform. Additionally, You are prohibited from selling, trading, or otherwise transferring Your Account to another party or impersonating any other person for the purposing of creating an account with the Platform.

12. User Account, Password, and Security

- a. In order to use the Platform and avail the Delsto Services, You will have to register on the Platform and create an account with a unique user identity and password ("**Account**"). If You are using the Platform on a compatible mobile or tablet, You will have to install the application and then proceed with registration.
- b. You will be responsible for maintaining the confidentiality of the Account information, and are fully responsible for all activities that occur under Your Account. You agree to (i) immediately notify Delsto of any unauthorized use of Your Account information or any other breach of security, and (ii) [ensure that You exit from Your Account at the end of each session.] Delsto will not be liable for any loss or damage arising from Your failure to comply with this provision. You may be held liable for losses incurred by Delsto or any other User of or visitor to the Platform due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account

information secure and confidential. Use of another User's Account information for using the Platform is expressly prohibited.

13. Representations and Warranties

- a. Subject to compliance with the Terms of Use, Delsto grants You a non-exclusive, limited privilege to access and use this Platform and the Delsto Services.
- b. You agree to use the Platform only: (i) for purposes that are permitted by this Terms of Use; and (ii) in accordance with any applicable law, regulation or generally accepted practices or guidelines. You agree not to engage in activities that may adversely affect the use of the Platform by Delsto or Delivery Partner(s) or Merchants or other Users.
- c. You represent and warrant that You have not received any notice from any third party or any governmental authority and no litigation is pending against You in any court of law, which prevents You from accessing the Platform and/or availing the Delsto Services.
- d. You represent and warrant that You are legally authorised to view and access the Platform and avail the Delsto Services.
- e. You agree not to access (or attempt to access) the Platform by any means other than through the interface that is provided by Delsto. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Delsto Property, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform.
- f. You acknowledge and agree that by accessing or using the Platform, You may be exposed to content from others that You may consider offensive, indecent or otherwise objectionable. Delsto disclaims all liabilities arising in relation to such offensive content on the Platform.
- g. Further, You undertake not to:
 - defame, abuse, harass, threaten or otherwise violate the legal rights of others;

- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, disparaging, ethnically objectionable, obscene, indecent or unlawful topic, name, material or information;
- do any such thing that may harms minors in any way;
- copy, republish, post, display, translate, transmit, reproduce or distribute any Delsto Property through any medium without obtaining the necessary authorization from Delsto;
- conduct or forward surveys, contests, pyramid schemes or chain letters;
- upload or distribute files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
- upload or distribute files or documents or videos (whether live or pre-recorded) that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer;
- engage in any activity that interferes with or disrupts access to the Platform (or the servers and networks which are connected to the Platform);
- attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any Delsto server, or through the Platform, by hacking, password mining or any other illegitimate means;
- probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User, of or visitor to, the Platform, to its source, or exploit the Platform or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided on the Platform;
- disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked sites;
- collect or store data about other Users, Merchants, Delivery Partner in connection with the prohibited conduct and activities set forth herein;

- use any device or software to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform;
- use the Platform or any material or Delsto Property for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or other third parties;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- impersonate any other User, Merchant, Delivery Partner or person;
- violate any applicable laws or regulations for the time being in force within or outside India or anyone's right to privacy or personality;
- violate the Terms of Use contained herein or elsewhere;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relation with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting for any other nation; and
- reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.
- h. You agree and acknowledge that the use of the Delsto Services offered by Delsto is at Your sole risk and that Delsto 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 law.
- i. Without prejudice to the above, Delsto makes no representation or warranty that the Delsto Services will meet Your requirements.
- j. All materials/content on our Platform (except any third party content available on the Platform), including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "**Material**") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Delsto. You acknowledge and agree that the Material is made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere in our Platform,

no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose other than the purposes stated under this Terms of Use, by any person or entity, without Delsto's prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilize our Platform or any part of the Material for any purpose other than its intended purposes is strictly prohibited. Subject to the above restrictions under this Clause, Delsto hereby grants You a non-exclusive, freely revocable (upon notice from Delsto), non-transferable access to view the Material on the Platform.

14. Intellectual Property Rights

- a. The Platform and process, and their selection and arrangement, including but not limited to, all text, videos, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork, algorithm and computer code (and any combination thereof), except any third party software available on the Platform, is owned by Delsto ("**Delsto Property**") and the design, structure, selection, co-ordination, expression, look and feel and arrangement of such Delsto Property is protected by copyright, patent and trademark laws, and various other intellectual property rights. You are not permitted to use Delsto Property without the prior written consent of Delsto.
- b. The trademarks, logos and service marks displayed on the Platform ("**Marks**") are the property of Delsto, except any trademark, logos and service marks of third parties available on the Platform. You are not permitted to use the Marks without the prior consent of Delsto or such third party as may be applicable.

15. Disclaimer of Warranties & Liabilities

You expressly understand and agree that, to the maximum extent permitted by applicable law:

- a. The Platform and Delsto Property, Delsto Services are provided by Delsto on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, Delsto makes no warranty that (i) the

Platform, Delsto Services will meet Your requirements or Your use of the Platform will be uninterrupted, timely, secure or error-free; (ii) the quality of the Platform will meet Your expectations; or (iii) any errors or defects in the Platform will be corrected. No advice or information, whether oral or written, obtained by You from Delsto shall create any warranty not expressly stated in the Terms of Use.

- b. Delsto will have no liability related to any User content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. Delsto also disclaims all liability with respect to the misuse, loss, modification or unavailability of any User content.
- c. Delsto will not be liable for any loss that You may incur as a consequence of unauthorized use of Your Account or Account information in connection with the Platform either with or without Your knowledge.
- d. Delsto shall not be responsible for the delay or inability to use the Platform, Delsto Services or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, Delsto shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond Delsto's control. You understand and agree that any material or data downloaded or otherwise obtained through the Platform is done entirely at Your own discretion and risk, and that You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data.

16. Indemnification and Limitation of Liability

- a. You agree to indemnify, defend and hold harmless Delsto and its affiliates including but not limited to its officers, directors, consultants, agents and employees ("**Indemnitees**") from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any obligation, covenant, representation

or warranty by You pursuant to these Terms of Use. Further, You agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Platform, Delsto Services, any misrepresentation with respect to the data or information provided by You in relation to the Account, Your violation of the Terms of Use, or Your violation of any rights of another, including any intellectual property rights.

- b. In no event shall the Indemnitees, be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with Your use of or access to the Platform or Delsto Property on the Platform.
- c. Your indemnification obligation under the Terms of Use will survive the termination of Your Account or use of the Platform or Delsto Services.
- d. Subject to applicable laws, in no event will Delsto or its employees aggregate liability, arising from or related to the Delsto Services or the use of the Platform shall not exceed INR 100 for any and all causes of actions brought by You or on behalf of You.
- e. The Platform and the Delsto Services are only available to Users located in India. Users shall not access or use the Platform from any other jurisdiction except for India. If a User access or uses the Platform from any other jurisdiction except for India, the User shall be liable to comply with all applicable laws and Delsto shall not be liable for the same, whatsoever.

17. Violation of the Terms of Use

You agree that any violation by You of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company/Client, as the case may be, for which monetary damages would be inadequate, and You consent to the Company/Client obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Company/Client may have at law or in equity. If Company/Client takes any legal action against You as a result of Your violation of these Terms of Use, they will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

18. Additional Terms

a. We may also require You to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Platform. These additional terms shall form a part of this Terms of Use, and You agree to comply with them when You participate in those promotions, or otherwise engage in activities governed by such additional terms.

19. Link to Third Parties

a. The Platform may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). Delsto shall not be responsible for examining or evaluating such third party websites, and Delsto does not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of such third party websites. Delsto does not assume any responsibility or liability for the actions, product, and content of any such third party websites. Before You use/access any such third-party websites, You should review the applicable terms of use and policies for such third party websites. If You decide to access any such linked third party website, You do so at Your own risk.

20. Term and Termination

a. The Terms of Use will continue to apply until terminated by either You or Delsto as set forth below. If You object to the Terms of Use or are dissatisfied with the Platform, Delsto Services, Your only recourse is to (i) close Your Account on the Platform by writing to Us at legalnotices@Delsto.in; and/or (ii) stop accessing the Platform. Delsto will make Your account dormant upon receipt of request in writing. Delsto may, in its sole discretion, bar your use of the Delsto Services at any time, for any or no reason. Even after your account with Delsto is disabled, dormant or made inactive, the terms agreed by You at the time of registration will remain in effect. This termination shall be effective only

once You have cleared all Your dues that You are liable to pay as per the provisions of this Terms of Use.

b. The Company may delist You or block Your future access to the Platform or suspend or terminate Your Account if it believes, in its sole and absolute discretion that You have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Use or anyway otherwise acted unethically.

c. Notwithstanding anything in this clause, these Terms of Use will survive indefinitely unless and until Delsto chooses to terminate them.

d. You hereby agree and acknowledge, upon termination, Delsto shall have the right to retain all information pertaining to the transactions initiated by You on the Platform.

21. Governing Law

This Terms of Use shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, applicable authorities at Bangalore.

22. Report Abuse

In the event You come across any abuse or violation of these Terms of Use or if You become aware of any objectionable content on the Platform, please report the same to the following e-mail id: support@duzo.in In case You have any queries with respect to the Terms or the Delsto Services, please write to Us at support@Delsto.in

23. Communications

You hereby expressly agree to receive communications by way of SMSs and/or e-mails from Delsto, or other third parties. You can unsubscribe/opt-out from receiving communications through SMS and e-mail anytime by contacting us for the same. However, You may still receive communications from Your end with respect to Your use of the Delsto Service.

24. General

- a. **Amendments:** Delsto reserves the unconditional right to modify or amend this Terms of Use without any requirement to notify You of the same. You can determine when this Terms of Use was last modified by referring to the "**Last Updated**" legend above. It shall be Your responsibility to check this Terms of Use periodically for changes. Your acceptance of the amended Terms of Use shall signify Your consent to such changes and agreement to be legally bound by the same.
- b. **Notice:** All notices from Delsto will be served by email to Your registered email address or by general notification on the Platform.
- c. **Assignment:** You cannot assign or otherwise transfer the Terms of Use, or any rights granted hereunder to any third party. Delsto's rights under the Terms of Use are freely transferable by Delsto to any third party without the requirement of informing You or seeking Your consent.
- d. **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.
- e. **Waiver:** Any failure by Delsto to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by Delsto of that provision or right.
- f. **Integration:** These Terms of Use together with Delsto's Privacy Policy and any other legal notices, communications published by Delsto on its Platform, and any other agreements executed between You and Delsto shall constitute the entire agreement between you and Delsto concerning its Platform, Delsto Services and governs Your use of the Platform and Delsto Service, superseding any prior agreements between You and Delsto with respect to the Platform and Delsto Service
- g. **IP Infringement** If You believe the Platform violates Your intellectual property, You must promptly notify Delsto in writing at

[legalnotices@Delsto.in These notifications should only be submitted by the owner of the intellectual property or an agent duly authorized to act on his/her behalf. However, any false claim by You may result in the termination of Your access to the Platform. You are required to provide the following details in Your notice:

i. the intellectual property that You believe is being infringed;

ii. the item that You think is infringing and include sufficient information about where the material is located on the Platform;

iii. a statement that You believe in good faith that the item You have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Platform;

iv. Your contact details, such as Your address, telephone number, and/or email;

v. a statement that the information You provided in Your notice is accurate, and that You are the intellectual property owner or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and

vi. Your physical or electronic signature.

Partner Terms

This Services Agreement (“Agreement”) constitutes a legal agreement between an independent company in the business of providing transportation and logistics services (“Customer”) and Delsto Private Limited, a private limited company registered under the Companies Act, 2013, having its office at Room No.03 Arora PG Law Gate near Lovely Professional University ,Jalandhar, India(144411), (“Delsto”).

Delsto provides the Delsto Services (as defined below) for the purpose of providing lead generation to transportation and logistics services providers. The Delsto Services enables an authorized transportation and/or logistics

provider to seek, receive and fulfil requests for item(s)/package(s) pick-up and drop, purchase of item(s) from outlets in the Territory or other person(s)/service provider(s), facilitate other logistic services, including transportation services from an authorized user of Delsto's mobile application.

Customer is authorized to provide transportation and logistics services in the state(s) and jurisdiction(s) in which it operates, and it desires to enter into this Agreement for the purpose of accessing and using the Delsto Services to enhance its independent transportation and/or logistics business, as is applicable.

Customer acknowledges and agrees that Delsto is a technology services provider that does not provide transportation or logistics or delivery services, function as a transportation/logistics carrier, nor operate as an agent for the delivery of good(s)/item(s) purchased, logistic(s) services and/or transportation of passengers.

In order to use the Delsto Services, Customer must agree to the terms and conditions that are set-forth below. Upon Customer's execution (electronic or otherwise) of this Agreement, Customer and Delsto shall be bound by the terms and conditions set-forth herein.

1. Definitions

- 1.1. "Affiliate" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up.

- 1.2. “City Addendum” means an addendum or supplemental information to this Agreement setting forth additional Territory--specific terms, as made available and as updated by Delsto from time to time.
- 1.3. “Device” means a Delsto Device or Driver--Provided Device, as the case may be.
- 1.4. “Driver” means a principal, employee or contractor of Customer: (a) who meets the then-- current Delsto requirements to be an active driver using the Delsto Services; (b) whom Delsto authorizes to access the Delsto Services to provide Transportation and/or Logistics Services on behalf of Customer; and (c) who has entered into the Driver Addendum.
- 1.5 “Driver ID” means the identification and password key assigned by Delsto to a Driver that enables a Driver to use and access the Delsto Partner App.
- 1.6. “Driver Addendum” means the terms and conditions that Customer is required to enter into with a Driver prior to such Driver providing Transportation and/or Logistics Services on behalf of Customer (as may be updated by Delsto from time to time).
- 1.7. “Delsto Partner App” means Delsto’s mobile application that enables independent contractor couriers to access the Delsto Services for the purpose of seeking, receiving and fulfilling on--demand requests for on-demand delivery services by Users, as may be updated or modified by Delsto at its discretion from time to time.
- 1.8. “Delsto Data” means all data related to the access and use of the Delsto Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation and/or Logistics Services via the Delsto Services and the Driver App, and the Driver ID.
- 1.9. “Delsto Device” means a mobile device owned or controlled by Delsto that may be provided to Customer or a Driver for the sole purpose of such Driver using the Driver App to provide Transportation and/or Logistics Services and for no other purpose whatsoever.
- 1.10. “Delsto Services” mean Delsto’s electronic services rendered via a digital technology platform, being on--demand intermediary and related services that enable transportation and/or logistics providers to seek, receive and fulfil on--demand requests for transportation and/ or logistics services by Users seeking such transportation and/ or logistics services;

such Delsto Services include access to the Driver App and Delsto's related software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified by Delsto at its discretion from time to time.

- 1.11. "Fare" has the meaning set forth in Section 4.1.
- 1.12. "Logistics Services" has the meaning set forth in Section 3.1
- 1.13. "App On-boarding Fee" shall mean the one-time amount charged by Delsto on the Customer at the time of on-boarding onto the Delsto App.
- 1.14. "Service Fee" has the meaning set forth in Section 4.4.
- 1.15. "Transportation/Logistics Services" has the meaning set forth in Section 3.1.
- 1.16. "Territory" means the city or metro areas in the territory of India which Customer and its Drivers are enabled by the Driver App to receive requests for Transportation and/or Logistics Services.
- 1.17. "Tolls" means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the Delsto Services based on available information.
- 1.18. "User" means an end user authorized by Delsto to use Delsto's mobile application for the purpose of obtaining Transportation and/or Logistics Services offered by Delsto's transportation and/or logistics provider customers.
- 1.19. "User Information" means information about a User made available to Customer or a Driver in connection with such User's request for and use of Transportation and/or logistics Services, which may include the User's name, pick-up location, contact information and photo.
- 1.20. "Vehicle" means any vehicle of Customer that: (a) meets the then-current Delsto requirements for a vehicle on the Delsto Services; and (b) Delsto authorizes for use by a Driver for the purpose of providing Transportation and/or Logistics Services on behalf of Customer.

2. Use of the Delsto Services

- 2.1. Driver IDs. Delsto will issue Customer a Driver ID for each Driver providing Transportation and/or logistic Services to enable Customer and

each Driver to access and use the Driver App on a Device in accordance with the Driver Addendum and this Agreement. Customer agrees that it will, and that it will ensure that its Drivers will, maintain Driver IDs in confidence and not share Driver IDs with any third party other than the Driver associated with such Driver ID for the purpose of providing Transportation and/or logistics Services. Customer will immediately notify Delsto of any actual or suspected breach or improper use or disclosure of a Driver ID or the Driver App.

- 2.2. Provision of Transportation and/or Logistics Services. When the Driver App is active, User requests for Transportation and/or Logistics Services may appear to a Driver via the Driver App if the Driver is available and in the vicinity of the User. If a Driver accepts a User's request for Transportation and/or Logistics Services, the Delsto Services will provide certain User Information to such Driver via the Driver App, including the User's first name and pickup location. In order to enhance User satisfaction with the Delsto mobile application and Customer's and Driver(s) Transportation and/or Logistics Services, it is recommended that the Driver wait at least ten (10) minutes for a User to show up at the requested pick--up location. It is also recommended that the Driver understands the local regulation(s), including the minimum age and purchase quantity condition(s) with respect to the purchase and/or delivery of alcoholic beverages, item(s) containing tobacco including any other restricted item(s) under applicable law. The Driver will obtain the destination and/or the purchase outlet detail(s) from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination and/or the purchase outlet via Delsto's mobile application. Customer acknowledges and agrees that once a Driver has accepted a User's request for Transportation and/or Logistics Services, Delsto's mobile application may provide certain information about the Driver to the User, including the Driver's first name, contact information, Customer entity name, location, and the Driver's Vehicle's make, license plate number, as is applicable. Customer shall not, and shall ensure that all Drivers do not, contact any Users or use any User's personal data for any reason other than for the purposes of fulfilling Transportation and/or Logistics Services. As between Delsto and Customer, Customer acknowledges and agrees that: (a) Customer and its Drivers are solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation and/or Logistics Services; and (b) except for the Delsto Services or any Delsto Devices (if applicable), Customer shall provide all necessary equipment, tools and other materials, at Customer's own expense, necessary to perform Transportation and/or Logistics Services.

- 2.3. Customer's Relationship with Users. Customer acknowledges and agrees that Customer's provision of Transportation and/or Logistics Services to Users creates a legal and direct business relationship between Customer and the User, to which Delsto is not a party. Delsto is not responsible or liable for the actions or inactions of a User in relation to the activities of Customer, a Driver or any Vehicle. Customer shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from its provision of Transportation and/or Logistics Services. Customer acknowledges and agrees that it and each Driver are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or third party. Customer acknowledges and agrees that Delsto may release the contact and/or insurance information of Customer and/or a Driver to a User upon such User's reasonable request. Customer acknowledges and agrees that, unless specifically consented to by a User, neither Customer nor Driver may transport or allow alongside any Vehicle individuals other than a User and any individuals authorized by such User during the performance of Transportation and/ or Logistics Services for such User. Customer acknowledges and agrees, and shall ensure that its Drivers agree, that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.
- 2.4. Customer's Relationship with Delsto. Customer acknowledges and agrees that Delsto's provision to Customer of the Driver App and the Delsto Services creates a legal and direct business relationship between Delsto and Customer. Delsto does not, and shall not be deemed to, director control Customer or its Drivers generally or in their performance under this Agreement specifically, including in connection with the operation of Customer's business, the provision of Transportation and/or Logistics Services, the acts or omissions of Drivers, or the operation and maintenance of any Vehicles. Customer and its Drivers retain the sole right to determine when and for how long each of them will utilize the Driver App or the Delsto Services. Customer and its Drivers retain the option, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation and/or Logistics Services via the Delsto Services, or to cancel an accepted request for Transportation and/or the Logistics Services via the Driver App, subject to Delsto's then--current cancellation policies. Customer acknowledges and agrees that it has complete discretion to operate its independent business and direct its Drivers at its own discretion, including the ability to provide services at any time to any third party separate and apart from Transportation and/or Logistics

Services. For the sake of clarity, Customer understands that Customer retains the complete right to provide Transportation and/or Logistics services to its existing customers and to use other software application services in addition to the Delsto Services. Delsto retains the right to, at any time in Delsto's sole discretion, deactivate or otherwise restrict Customer or any Driver from accessing or using the Driver App or the Delsto Services in the event of a violation of this Agreement, a violation of a Driver Addendum, Customer's or any Driver's disparagement of Delsto or any of its Affiliates, Customer's or any Driver's act or omission that causes harm to Delsto's or its Affiliates' brand, reputation or business as determined by Delsto in its sole discretion. Delsto also retains the right to deactivate or otherwise restrict Customer or any Driver from accessing or using the Driver App or the Delsto Services for any other reason at the sole and reasonable discretion of Delsto.

- 2.5. Customer's Relationship with Drivers. Customer shall have the sole responsibility for any obligations or liabilities to Drivers that arise from its relationship with its Drivers (including provision of Transportation and/or Logistics Services). Customer acknowledges and agrees that it exercises sole control over the Drivers and will comply with all applicable laws (including tax and employment laws) governing or otherwise applicable to its relationship with its Drivers. Notwithstanding Customer's right, if applicable, to take recourse against a Driver, Customer acknowledges and agrees that it is at all times responsible and liable for the acts and omissions of its Drivers vis--à--vis Users and Delsto, even where such liability may not be mandated under applicable law. Customer shall require each Driver to enter into a Driver Addendum (as may be updated from time to time) and shall provide a copy of each executed Driver Addendum to Delsto. Customer acknowledges and agrees that Delsto is a third party beneficiary to each Driver Addendum, and that, upon a Driver's execution of the Driver Addendum (electronically or otherwise), Delsto will have the irrevocable right (and will be deemed to have accepted the right unless it is rejected promptly after receipt of a copy of the executed Driver Addendum) to enforce the Driver Addendum against the Driver as a third party beneficiary thereof.
- 2.6. Ratings.
 - 2.6.1. Customer acknowledges and agrees that: (a) after receiving Transportation Services, a User will be prompted by Delsto's mobile application to provide a rating of such Transportation and/or Logistics Services and Driver and, optionally, to provide comments or feedback about such Transportation Services and Driver; and (b) after providing Transportation Services, the Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or

feedback about the User. Customer shall instruct all Drivers to provide ratings and feedback in good faith.

- 2.6.2. Customer acknowledges that Delsto desires that Users have access to high-quality services via Delsto's mobile application. In order to continue to receive access to the Driver App and the Delsto Services, each Driver must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Delsto for the Territory, as may be updated from time to time by Delsto in its sole discretion ("Minimum Average Rating"). In the event a Driver's average rating falls below the Minimum Average Rating, Delsto will notify Customer and may provide the Driver in Delsto's discretion, a limited period of time to raise his or her average rating above the Minimum Average Rating. If such Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), Delsto reserves the right to deactivate such Driver's access to the Driver App and the Delsto Services. Additionally, Customer acknowledges and agrees that repeated failure by a Driver to accept User requests for Transportation and/or Logistics Services while such Driver is logged in to the Driver App creates a negative experience for Users of Delsto's mobile application. Accordingly, Customer agrees and shall ensure that if a Driver does not wish to accept User requests for Transportation Services for a period of time, such Driver will log off of the Driver App.
- 2.6.3. Delsto and its Affiliates reserve the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of Delsto and its Affiliates without attribution to or approval of Customer or the applicable Driver. Customer acknowledges that Delsto and its Affiliates are distributors (without any obligation to verify) and not publishers of Driver and User ratings and comments, provided that Delsto and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Delsto's or its Affiliates' content policies.
- 2.7. Devices.
 - 2.7.1. Delsto encourages Customer to use Driver--Provided Devices for providing the Transportation Services. Otherwise, Delsto will supply Customer upon request with Delsto Devices to each authorized Driver and provide the necessary wireless data plan for such Devices, provided that Delsto will require reimbursement from Customer for the costs

associated with the wireless data plan of each Delsto Device and/or request a deposit for each Delsto Device. Customer acknowledges and agrees that: (a) Delsto Devices may only be used for the purpose of enabling Driver access to the Delsto Services; and (b) Delsto Devices may not be transferred, loaned, sold or otherwise provided in any manner to any party other than the Driver assigned to use such Delsto Device. Delsto Devices shall at all times remain the property of Delsto, and upon termination of this Agreement or the termination or deactivation of a Driver, Customer agrees to return to Delsto the applicable Delsto Devices within ten (10) days. Customer acknowledges and agrees that failure to timely return any Delsto Devices, or damage to Delsto Devices outside of “normal wear and tear,” will result in the forfeiture of related deposits.

- 2.7.2. If Customer elects to use any Driver--Provided Devices: (i) Customer and/or its Drivers are responsible for the acquisition, cost and maintenance of such Driver--Provided Devices as well as any necessary wireless data plan; and (ii) Delsto shall make available the Driver App for installation on such Driver--Provided Devices. Delsto hereby grants the authorized user of any Driver--Provided Device a personal, non--exclusive, non-- transferable user right to install and use the Driver App on a Driver--Provided Device solely for the purpose of providing Transportation and/or Logistics Services. Customer agrees to not, and shall cause each applicable Driver to not, provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. The foregoing right shall immediately terminate and Driver will delete and fully remove the Driver App from the Driver--Provided Device in the event that Customer and/or the applicable Driver ceases to provide Transportation and/or Logistics Services using the Driver--Provided Device. Customer agrees, and shall inform each applicable Driver that: (i) use of the Driver App on a Driver--Provided Device requires an active data plan with a wireless carrier associated with the Driver--Provided Device, which data plan will be provided by either Customer or the applicable Driver at their own expense; and (ii) use of the Driver App on a Driver--Provided Device as an interface with the Delsto Services may consume very large amounts of data through the data plan. Delsto advises that Driver--Provided Devices should only be used under a data plan with unlimited or very high data usage limits, and Delsto shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan.
- 2.8. Location Based Services. Customer acknowledges and agrees that each Driver’s geo--location information must be provided to the Delsto Services via a Device in order to provide Transportation and/or Logistics

Services. Customer acknowledges and agrees, and shall inform and obtain the consent of each Driver, that: (a) the Driver's geo--location information will be monitored and tracked by the Delsto Services when the Driver is logged into the Driver App and available to receive requests for Transportation and/ or Logistics Services, or when the Driver is providing Transportation and/ or Logistics Services; and (b) the approximate location of the Driver's Vehicle will be displayed to the User before and during the provision of Transportation and/ or Logistics Services to such User. In addition, Delsto may monitor, track and share a Driver's geo--location information obtained by the Driver App and Device for safety, security, technical, marketing and commercial purposes, including to provide and improve Delsto's products and services.

3. Drivers and Vehicles

- 3.1. Driver Requirements. Customer acknowledges and agrees that each Driver shall at all times: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate the Vehicle assigned to such Driver, and (ii) all licenses, permits, approvals and authority applicable to Customer and/or Driver that are necessary to provide passenger transportation services to third parties in the Territory and/or logistic services, involving the purchase of item(s) third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation and/or Logistics Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. Customer acknowledges and agrees that each Driver may be subject to certain background and driving record checks from time to time in order for such Driver to qualify to provide, and remain eligible to provide, Transportation and/or Logistics Services. In addition if Customer and/or Driver are using the Delsto App to provide Transportation and/or Logistics Services in conjunction with operating a vehicle which enables passenger(s) to be ferried ("Transportation and/or Logistics Services"), such Customer and/or Driver shall comply with all applicable laws with respect thereto. Customer acknowledges and agrees that Delsto reserves the right, at any time in Delsto's sole discretion, to deactivate or otherwise restrict a Driver from accessing or using the Driver App or the Delsto Services if Customer or such Driver fails to meet the requirements set forth in this Agreement or the Driver Addendum.
- 3.2. Vehicle Requirements. Customer acknowledges and agrees that each Vehicle shall at all times be: (a) properly registered and licensed to operate

as a passenger transportation vehicle and/or Vehicle to transport Item(s) purchased in the Territory; (b) owned or leased by Customer, or otherwise in Customer's lawful possession; (c) suitable for performing the passenger transportation service and/or Vehicle to transport item(s) as contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.

- 3.3. Documentation. To ensure Customer's and each of its Drivers' compliance with all requirements in Sections 3.1 and 3.2 above, Customer must provide Delsto with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to Customer's and the applicable Drivers' provision of any transportation services and/or logistic services. Thereafter, Customer must submit to Delsto written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Delsto shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and Customer's failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Delsto reserves the right to independently verify Customer's and/or any Driver's documentation from time to time in any way Delsto deems appropriate in its reasonable discretion.

4. Financial Terms

- 4.1. Fare Calculation and Customer Payment. Customer is entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the Delsto Services ("Fare"), where such Fare is calculated based upon a base fare amount plus distance (as determined by Delsto using location--based services enabled through the Device) and/or time amounts, for the applicable Territory ("Fare Calculation"). Customer is also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation and/or Logistics Services, if applicable. Customer: (i) appoints Delsto as Customer's limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested by Customer, applicable taxes and fees from the User on behalf of the Customer via the payment processing functionality facilitated by the Delsto Services; and (ii) agrees that payment made by User to Delsto shall be considered the same as payment made directly by User to Customer. In addition, the parties acknowledge and agree that as between Customer

and Delsto, the Fare is a recommended amount, and the primary purpose of the pre--arranged Fare is to act as the default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a fare that is less than the pre--arranged Fare; or (ii) negotiate, at Customer's request, a Fare that is lower than the pre--arranged Fare (each of (i) and (ii) herein, a "Negotiated Fare"). Delsto shall consider all such requests from Customer in good faith. Delsto agrees to remit to Customer on at least a weekly basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) depending on the region, certain taxes and ancillary fees. If Customer has separately agreed, other amounts may be deducted from the Fare prior to remittance to Customer (e.g., App On-boarding Fee(s) etc.), the order of those deductions from the Fare to be determined exclusively by Delsto. Notwithstanding anything to the contrary in this Section 4.1, if Customer is providing two-wheeler taxi Services, the following shall apply: (x) the Fare is calculated pursuant to local taxi regulations in the Territory; and (y) in some jurisdictions, Users may pay such Customer or Driver directly rather than through Delsto's mobile application (Delsto will notify Customer if (y) is applicable in its Territory).

- 4.2. Changes to Fare Calculation. Delsto reserves the right to change the Fare Calculation at any time in Delsto's discretion based upon local market factors, and Delsto will provide notice to Customer in the event of such change that would result in a change in the recommended Fare. Continued use of the Delsto Services after any such change in the Fare Calculation shall constitute Customer's consent to such change.
- 4.3. Fare Adjustment. Delsto reserves the right to: (i) adjust the Fare for a particular instance of Transportation Services (e.g., Driver took an inefficient route, Driver failed to properly end a particular instance of Transportation Services in the Driver App, technical error in the Delsto Services, etc.); or (ii) cancel the Fare for a particular instance of Transportation Services (e.g., a User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). Delsto's decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.
- 4.4. Service Fee. In consideration of Delsto's provision of the Delsto Services, the Customer may pay Delsto a service fee on a per Transportation and/or Logistics Services transaction basis calculated as a percentage of the Fare (regardless of any Negotiated Fare), as provided to Customer via email or otherwise made available electronically by Delsto from time to time for the applicable Territory ("Service Fee"). Unless regulations applicable to Customer's Territory require otherwise, taxes will be calculated and charged on the Fare, and Delsto shall calculate the

Service Fee based on the Fare inclusive of such taxes. Delsto reserves the right to change the Service Fee at any time in Delsto's discretion based upon local market factors, and Delsto will provide notice to Customer in the event of such change. Continued use of the Delsto Services after any such change in the Service Fee calculation shall constitute Customer's consent to such change. In addition, with respect to Taxi Services in the applicable Territory, Customer agrees to pay Delsto a booking fee in consideration of Delsto's provision of the Driver App and the Delsto Services.

- 4.5. Cancellation Charges. Customer acknowledges and agrees that Users may elect to cancel requests for Transportation and/or Logistics Services that have been accepted by a Driver via the Driver App at any time prior to the Driver's arrival. In the event that a User cancels an accepted request for Transportation and/or Logistic Services, Delsto may charge the User a cancellation fee on behalf of the Customer. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation and/or Logistics Services for the purpose of remittance to Customer hereunder ("Cancellation Fee"). The parties acknowledge that and agree that as between Customer and Company, this Cancellation Fee is a recommended amount, and the primary purpose of such Cancellation Fee is to act as the default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a cancellation fee that is less than the Cancellation Fee; or (ii) negotiate, at Customer's request, a cancellation fee that is lower than the Cancellation Fee (each of (i) and (ii) herein, a "Negotiated Cancellation Fee"). If charged, the Cancellation Fee (regardless of any Negotiated Cancellation Fee) shall be deemed the Fare for the cancelled Transportation and/or Logistics Services for the purpose of remittance to the Customer hereunder.
- 4.6. Receipts. As part of the Delsto Services, Delsto provides Customer a system for the delivery of receipts to Users for Transportation and/or Logistics Services rendered on the Delsto Platform. Upon the completion of Transportation and/or Logistics Services for a User by a Driver, Delsto prepares an applicable receipt and issues such receipt to the User via email on behalf of the Customer and applicable Driver. Such receipts are also provided via email or the online portal available to the Customer on the Delsto Services. Receipts include the breakdown of amounts charged to the User for Transportation and/or Logistics Services and may include specific information about the Customer and applicable Driver, including the Customer's entity name and contact information, as well as a map of the route taken by the Driver. Customer shall inform Drivers that any corrections to a User's receipt for Transportation and/or Logistics Services must be submitted to Delsto in writing within three (3) business days after the completion of such Transportation and/or Logistics Services. Absent

such a notice, Delsto shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.

- 4.7. Platform Advertisement; Marketing. Customer acknowledges and agrees that, for the mutual benefit of the parties, through advertising and marketing, Delsto and/or its Affiliates may seek to attract new Users to Delsto and to increase existing Users' use of Delsto's mobile application.
- 4.8. Taxes. Customer acknowledges and agrees that it is required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to the provision of Transportation Services as required by applicable law; and (b) provide Delsto with all relevant tax information. Customer further acknowledges and agrees that Customer and each of its Drivers are responsible for taxes on their own income arising from the performance of Transportation and or Logistics Services. Notwithstanding anything to the contrary in this Agreement, Delsto may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from Customer's and/or any Driver's provision of Transportation and/or Logistics Services and/or provide any of the relevant tax information Customer and/or any Driver has provided pursuant to the foregoing requirements in this Section 4.8 directly to the applicable governmental tax authorities on Customer's and/or the applicable Driver's behalf or otherwise.

5. Proprietary Rights; License

- 5.1. License Grant. Subject to the terms and conditions of this Agreement, Delsto hereby grants Customer a non-exclusive, royalty-free, non-transferable, non-sub-licensable, non-assignable license, during the term of this Agreement, to use (and allows its Drivers to use) the Driver App in connection with the provision by Delsto of the Delsto Services solely for the purpose of providing Transportation and/or Logistics Services to Users and tracking resulting Fares and Fees. All rights not expressly granted to Customer are reserved by Delsto, its Affiliates and their respective licensors.
- 5.2. Restrictions. Customer shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Delsto Services, Driver App or any Delsto Device in any way; (b) modify or make derivative works based upon the Delsto Services or Driver App; (c) improperly use the Delsto Services or Driver App, including creating Internet "links" to any part of the Delsto Services or Driver App, "framing" or "mirroring" any part of the Delsto Services or Driver App on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Delsto Services

or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Delsto Services or Driver App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, Customer shall not, and shall not allow any other party to, access or use the Delsto Services or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Delsto Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Delsto Services; or (iv) attempt to gain unauthorized access to the Delsto Services or its related systems or networks.

- 5.3. Ownership. The Delsto Services, Driver App and Delsto Data, including all intellectual property rights therein, and the Delsto Devices are and shall remain the property of Delsto, its Affiliates or their respective licensors. Neither this Agreement nor Customer's use of the Delsto Services, Driver App or Delsto Data conveys or grants to Customer any rights: (a) in or related to the Delsto Services, Driver App or Delsto Data, except for the limited license granted above; or (b) to use or reference in any manner Delsto's, its Affiliates', or their respective licensors' company names, logos, product and service names, trademarks, service marks or other indicia of ownership. Additionally, Customer acknowledges Delsto's rights in its DELSTO family of trademarks and names, including DELSTO, alone and in combination with other letters, punctuation, words, symbols and/or designs, the DELSTO Logo and/or the DELSTO Pillion ("DELSTO Marks and Names"). Customer agrees it will not, and it will ensure that its Drivers do not, try to register or otherwise claim ownership in any of the DELSTO Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark or name.

6. Confidentiality

- 6.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("Confidential Information"). Confidential Information includes Delsto Data, Driver IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non--public information of each party (whether disclosed in writing or verbally) that such

party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

- 6.2. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non--use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Delsto, its internal record--keeping requirements).
- 6.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

7. Privacy.

Subject to all applicable laws, Delsto may provide to a third party any information (including personal data and any Delsto Data) about Drivers provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between a Driver and a User; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in Delsto's or any Affiliate's sole discretion, by applicable law or regulation; (d) it is necessary, in Delsto's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Delsto, the Delsto Services or any third party, (2) detect, prevent or otherwise address fraud, security or technical issues, and/or (3) prevent or stop activity which Delsto or any of its Affiliates, in their sole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally

actionable; or (e) it is required or necessary, in Delsto's or any Affiliate's sole discretion, for insurance or other purposes related to Customer's and/or Driver's ability to qualify, or remain qualified, to use the Delsto Services. Customer understands that Delsto may retain Customer's and/or Driver(s) personal data for legal, regulatory, safety, and other necessary purposes after this Agreement is terminated. Delsto processes personal data (including that referenced in Section 2.8 above) in accordance with its privacy policy located at www.delsto.in.

8. Insurance

- 8.1 Customer agrees to maintain during the term of this Agreement on all Vehicles operated by Customer and its Drivers commercial automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws in the Territory. This coverage must also include any no--fault coverage required by law in the Territory that may not be waived by an insured.
- 8.2 Customer agrees to maintain during the term of this Agreement commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws in the Territory.
- 8.3. Customer agrees to maintain during the term of this Agreement workers' compensation insurance as required by all applicable laws in the Territory. If permitted by applicable law, Customer may choose to insure itself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Customer's subcontractors may also, to the extent permitted by applicable law, maintain occupational accident insurance in place of workers' compensation insurance.
- 8.4. Customer shall add Delsto (or any Affiliate which may be designated by Delsto from time to time) to Customer's insurance policies required in Sections 8.1 and 8.2 above as an additional insured, and shall, upon Delsto's request, provide Delsto with a copy of such insurance certificate(s) within seven (7) days of such request.

9. Representations and Warranties; Disclaimers

- 9.1. By Customer. Customer hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws in its performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Transportation and/or Logistics Services using the Drivers and Vehicles pursuant to this Agreement, and (ii) passenger transportation services to third parties in the Territory generally; and (e) it shall require all Drivers to comply with the Driver Addendum, the applicable terms and conditions set forth in this Agreement and all applicable laws.
- 9.2. Disclaimer of Warranties. Delsto provides, and Customer accepts, the Delsto Services, Driver App and the Delsto Devices on an "as is" and "as available" basis. Delsto does not represent, warrant or guarantee that Customer's or any Driver's access to or use of the Delsto Services, Driver App or the Delsto Devices: (a) will be uninterrupted or error free; or (b) will result in any requests for Transportation Services. Delsto functions as an on--demand lead generation and related service only and makes no representations, warranties or guarantees as to the actions or inactions of the Users who may request or receive Transportation/Logistics Services from Customer or any Driver hereunder, and Delsto need not screen or otherwise evaluate Users. By using the Delsto Services and Driver App, Customer acknowledges and agrees that Customer or a Driver may be introduced to a third party (including Users) that may pose harm or risk to Customer, a Driver or other third parties. Customer and Drivers are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the Delsto Services or Driver App. Notwithstanding Delsto's appointment as the limited payment collection agent of Customer for the purpose of accepting payment from Users on behalf of Customer as set forth in Section 4 above, Delsto expressly disclaims all liability for any act or omission of Customer, any Driver, any User or other third party.

- 9.3. No Service Guarantee. Delsto does not guarantee the availability or uptime of the Delsto Services or Driver App. Customer acknowledges and agrees that the Delsto Services or Driver App may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the Delsto Services or Driver App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and Delsto is not responsible for any delays, delivery failures or other damages, liabilities or losses resulting from such problems.

10. Indemnification

- 10.1. Customer shall indemnify, defend (at Delsto's option) and hold harmless Delsto and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) Customer's breach of its representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to Customer's provision of Transportation and/or Logistics Services or use of the Delsto Services.
- 10.2. As between Customer and Delsto, Customer is and shall be solely responsible for its Drivers' provision of Transportation Services. As such, Customer shall indemnify, defend (at Delsto's option) and hold harmless Delsto and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes directly or indirectly arising out of or related to its Drivers' provision of Transportation and/or Logistics Services or use of the Delsto Services.

11. Limits of Liability.

Delsto and its Affiliates shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages: (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) Customer's, Driver's or any third party's property damage, or loss or

inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. Except for Delsto's obligations to pay amounts due to Customer pursuant to Section 4 above, but subject to any limitations or other provisions contained in this Agreement which are applicable thereto, in no event shall the liability of Delsto or its Affiliates under this Agreement exceed the amount of Service Fees actually paid to or due to Delsto hereunder in the six (6) month period immediately preceding the event giving rise to such claim. Customer acknowledges and agrees that any and all claims Customer has or purports to have against Delsto and/or its Affiliates should be notified to Delsto and/or its Affiliates within one (1) year after the event(s) that gave rise to such claim and that Customer forfeits all rights in respect of that claim if Customer fails to do so. These limitations do not purport to limit liability that cannot be excluded by applicable law.

12. Term and Termination

- 12.1. Term. This Agreement shall commence on the date that the Agreement is executed by Customer (electronically or otherwise) and shall continue until terminated as set forth herein.
- 12.2. Termination. Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Delsto may terminate this Agreement or deactivate Customer or a particular Driver immediately, without notice, with respect to Customer and/or any Driver in the event Customer and/or any Driver, as applicable, no longer qualifies, under applicable law or the standards and policies of Delsto, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.
- 12.3. Effect of Termination. Upon termination of the Agreement, Customer and all Drivers, as applicable, shall: (a) promptly return to Delsto all Delsto Devices; and (b) immediately delete and fully remove the Driver App from any applicable Driver--Provided Devices. Outstanding payment obligations and Sections 1, 2.3, 2.5, 2.6.3, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

13. Relationship of the Parties

- 13.1. Except as otherwise expressly provided herein with respect to Delsto acting as the limited payment collection agent solely for the purpose of collecting payment from Users on behalf of Customer, the relationship between the parties under this Agreement is solely that of independent contractors. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship (including from a labor law, tax law perspective), between Delsto and Customer or Delsto and any Driver; and (b) no joint venture, partnership, or agency relationship exists between Delsto and Customer or Delsto and any Driver.
- 13.2. Customer has no authority to bind Delsto and undertakes not to hold itself out, and to ensure that each Driver does not hold himself or herself out, as an employee, agent or authorized representative of Delsto or its Affiliates. Where, by implication of mandatory law or otherwise, Customer or any Driver may be deemed an employee, agent or representative of Delsto, Customer undertakes and agrees to indemnify, defend (at Delsto's option) and hold Delsto and its Affiliates harmless from and against any claims by any person, entity, regulators or governmental authorities based on such implied employment, agency or representative relationship.
- 13.3. Customer expressly acknowledges and agrees that by agreeing to the terms and conditions of this Agreement, Customer intends to perform Transportation Services in a non--incidental manner and, as such, Delsto will consider Customer and its Drivers to be taxable persons in accordance with all applicable VAT and indirect tax legislation.

14. Miscellaneous Terms

- 14.1. Modification. Delsto reserves the right to modify the terms and conditions of this Agreement or the Driver Addendum at any time, effective upon publishing an updated version of this Agreement or the Driver Addendum, as applicable, on the online portal available to Customer on the Delsto Services. Delsto reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. Customer hereby acknowledges and agrees that, by using the Delsto Services, or downloading, installing or using the Driver App, Customer is bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Delsto

Services or Driver App after any such changes shall constitute Customer's consent to such changes.

- 14.2. Supplemental Terms. Supplemental terms may apply to Customer's and Driver's use of the Delsto Services, such as use policies or terms related to certain features and functionality and/or zero tolerance/shipping policies, which may be modified from time to time ("Supplemental Terms"). Customer may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.
- 14.3. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.
- 14.4. Assignment. Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party. Delsto may assign or transfer this Agreement or any or all of its rights or obligations hereunder, in whole or in part, under this Agreement from time to time without consent.
- 14.5. Entire Agreement. This Agreement, including the recitals and all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.
- 14.6. No Third-Party Beneficiaries. Except as otherwise set forth in Section 2.5 above, Customer acknowledges that there are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.
- 14.7. Notices. Any notice delivered by Delsto to Customer under this Agreement will be delivered by email to the email address associated with Customer's account or by posting on the online portal available to the Customer on the Delsto Services. Any notice delivered by Customer to Delsto under this Agreement will be delivered by contacting Delsto on

help.delsto@gmail.com and/or its support representatives. Additional Territory--specific notices may be required from time to time.

- 14.8 Governing Law; Arbitration. This Agreement shall be governed exclusively by laws of India and the Parties expressly submit to the exclusive jurisdiction of the courts of Bangalore. In the event of any dispute, claim or controversy arising under, or in relation to, this Agreement (“Dispute”), such Dispute shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Dispute shall be settled by a sole arbitrator, jointly appointed by the Parties. If the Parties are unable to appoint a sole arbitrator by way of mutual consent, then such arbitrator shall be appointed pursuant to the provisions of Section 11 of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Jalandhar, India and the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. All arbitration proceedings shall be conducted in English. The arbitration award shall be final and binding on the Parties and shall be enforceable in any competent court of law, and the Parties agree to be bound thereby and to act accordingly.

By clicking “I accept” on the Delsto App or signing below (as such may be required by applicable law), Customer expressly acknowledges that Customer has read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that Customer agrees to be bound by the terms and conditions of this Agreement, and that Customer is legally competent to enter into this Agreement with Delsto.

DRIVER ADDENDUM TO SERVICES AGREEMENT

This Driver Addendum to Services Agreement (“Addendum”) constitutes a legal agreement between an independent company in the business of providing transportation/logistics services (“Transportation/Logistics Company”) and an independent, for-hire transportation/logistics provider (“Driver”).

Driver currently maintains a contractual or employment arrangement with Logistics/Transportation Company to perform passenger carriage services

or logistics services, as the case may be, for the Transportation and/or the Logistics Company.

Transportation Company and Delsto Private Limited (“Delsto”) have separately entered into a Services Agreement (“Agreement”) in order for Transportation/Logistics Company to access the Delsto Services (as defined below).

In addition to the transportation/logistics services it regularly performs pursuant to his or her contractual arrangement with Transportation/Logistics Company, Driver is interested in receiving lead generation and related services through the Delsto Services. Transportation/Logistics Company and Driver desire to enter into this Addendum to define the terms and conditions under which Driver may receive such lead generation and related services.

In order to use the Delsto Services, Driver and Logistics/Transportation Company must agree to the terms and conditions that are set forth below. Upon Driver’s execution (electronic or otherwise) of this Addendum, Driver and Logistics/Transportation Company shall be bound by the terms and conditions set forth herein.

1. Definitions.

- 1.1. “Affiliate” means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up.
- 1.2. “Device” means an Delsto Device or Driver-Provided Device, as the case may be.
- 1.3. “Driver App” means Delsto’s mobile application that enables transportation providers to access the Delsto Services for the purpose of

seeking, receiving and fulfilling on-demand requests for transportation/logistics services by Users, as may be updated or modified by Delsto at its discretion from time to time.

- 1.4. “Driver App ID” means the identification and password key assigned by Delsto to a Driver that enables a Driver to use and access the Driver App.
- 1.5. “Delsto Data” means all data related to the access and use of the Delsto Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation and/or Logistics Services via the Delsto Services and the Driver App, and the Driver ID.
- 1.6. “Delsto Device” means a mobile device owned or controlled by Delsto that is provided to Transportation and/or Logistics Company or a Driver for the sole purpose of such Driver using the Driver App to provide Transportation and/or Logistics Services and for no other purpose whatsoever.
- 1.7. “Delsto Services” mean Delsto’s electronic services rendered via a digital technology platform, being on-demand intermediary and related services that enable transportation/logistics providers to seek, receive and fulfil on-demand requests for transportation/logistics services by Users seeking transportation/logistics services; such Delsto Services include Delsto’s software, websites, payment services, and related support services systems, as may be updated or modified by Delsto at its discretion from time to time.
- 1.8 “Logistics Services” means the provision of logistics services to Users via the Delsto Services in the Territory by Logistics/Transportation Company and its Drivers using the Vehicles, which would include but not limited to purchase of item(s) to deliver to the User(s) and pick-up an item from one point to deliver to the User(s), which would exclude certain item(s) as enlisted and updated from time to time under the Shipping Policy available on www.delsto.in.
- 1.9. “Territory” means the city or metro areas in India, which Transportation/Logistics Company and its Drivers are enabled by the Driver App to receive requests for Transportation and/or Logistics Services.
- 1.10. “Transportation Services” means the provision of passenger transportation services to Users via the Delsto Services in the Territory by Transportation Company and its Drivers using the Vehicles.

- 1.11. “User” means an end user authorized by Delsto to use Delsto’s mobile application for the purpose of obtaining Transportation and/or Logistics Services.
- 1.12. “User Information” means information about a User made available to Transportation/Logistics Company or a Driver in connection with such User’s request for and use of Transportation/Logistics Services, which may include the User’s name, pick-up location, contact information and photo.
- 1.13. “Vehicle” means any vehicle of Transportation Company that: (a) meets the then-current Delsto requirements for a vehicle on the Delsto Services; and (b) Delsto authorizes for use by a Driver for the purpose of providing Transportation and/or Logistics Services on behalf of Transportation/Logistics Company.

2. Use of the Delsto Services.

- 2.1. Driver App IDs. Driver will be issued a Driver App ID for providing Transportation Services to enable Driver to access and use the Driver App on a Device in accordance with this Addendum. Driver will maintain his or her Driver App ID in confidence and not share it with any third party unless called upon to do so under a lawful order or by the law enforcement authorities during the course of investigation, and will immediately notify Transportation/Logistics Company of any actual or suspected breach or improper use or disclosure of the Driver App ID or the Driver App.
- 2.2. Provision of Transportation/Logistics Services. When the Driver App is active, User requests for Transportation/Logistics Services may appear to Driver via the Driver App if Driver is available and in the vicinity of the User. If Driver accepts a User’s request for Transportation/Logistics Services, the Delsto Services will provide certain User information to Driver via the Driver App, including the User’s first name and pickup location. In order to enhance User satisfaction with the Delsto mobile application and Driver’s Transportation Services, it is recommended that Driver waits at least ten (10) minutes for a User to show up at the requested pick-up location. Driver will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via Delsto’s mobile application. Driver acknowledges and agrees that once he or she has accepted a User’s request for Transportation Services, the Delsto Services may provide certain information about Driver to the User, including Driver’s first name, contact information, Transportation Company entity name, photo and location, and Driver’s Vehicle make and license plate number. Driver shall not contact Users or use any User’s personal data for any reason other than for the purposes of fulfilling

Transportation/Logistics Services. Driver agrees that his or her contact and/or insurance information may be released to a User upon such User's reasonable request. Driver may not, unless specifically consented to by a User, transport or allow individuals other than a User and any individuals authorized by such User during the performance of Transportation Services for such User. Driver shall transport all Users directly to their specified destination or otherwise complete all logistics related tasks, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

- 2.3. Driver's Relationship With Delsto. Delsto does not, and shall not be deemed to, direct or control Driver generally or in Driver's performance of Transportation/Logistics Services or maintenance of any Vehicle(s). Driver acknowledges that Delsto does not control, or purport to control: (a) when or for how long Driver will utilize the Driver App or the Delsto Services; or (b) Driver's decision, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation/Logistics Services, or to cancel an accepted request for Transportation/Logistics Services, via the Driver App, subject to Delsto's then-current cancellation policies. Driver may be deactivated or otherwise restricted from accessing or using the Driver App or the Delsto Services in the event of a violation of this Addendum or Transportation/Logistics Company's violation of the Agreement, or Driver's or Transportation/Logistics Company's disparagement of Delsto or any of its Affiliates, or Driver's or Transportation/Logistics Company's act or omission that causes harm to Delsto's or any of its Affiliates' brand, reputation or business as determined by Delsto in its sole discretion. Delsto also retains the right to deactivate or otherwise restrict Driver from accessing or using the Driver App or the Delsto Services for any other reason at the sole and reasonable discretion of Delsto. Additionally, Driver acknowledges Delsto's rights in the DELSTO family of trademarks and names, including DELSTO, alone and in combination with other letters, punctuation, words, symbols and/or designs, the DELSTO Logo ("DELSTO Marks and Names"). Driver agrees that he or she will not try to register or otherwise claim ownership in any of the DELSTO Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark or name.
- 2.4. Ratings.
 - 2.4.1. Driver agrees that: (a) after receiving a request for Logistics/Transportation Services, a User will be prompted by Delsto's mobile application to provide a rating of such Transportation Services and Driver and, optionally, to provide comments or feedback about such Transportation Services and Driver; and (b) after providing Transportation

Services, Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. Driver shall provide ratings and feedback in good faith.

- 2.4.2. In order to continue to receive access to the Driver App and the Delsto Services, Driver acknowledges that he or she must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Delsto for the Territory, as may be updated from time to time by Delsto in its sole discretion (“Minimum Average Rating”). In the event Driver’s average rating falls below the Minimum Average Rating, Driver may be provided a limited period of time to raise his or her average rating above the Minimum Average Rating. Driver agrees that if Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), Delsto may deactivate such Driver’s access to the Driver App and the Delsto Services. Driver agrees that repeated failure to accept User requests for Transportation Services while Driver is logged in to the Driver App creates a negative experience for Users of Delsto’s mobile application. Accordingly, Driver agrees that if they are logged in to the Driver App, they will strive to accept a substantial portion of User requests for Transportation/Logistics Services, and that if they do not wish to accept User requests for Transportation/Logistics Services for a period of time, they will log off of the Driver App.
- 2.4.3. Delsto and its Affiliates reserve the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of Delsto and its Affiliates without attribution to or approval of Driver. Driver acknowledges that Delsto and its Affiliates are distributors (without any obligation to verify) and not publishers of Driver and User ratings and comments, provided that Delsto and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual’s name or other personal information, or violate any privacy laws, other applicable laws or Delsto’s or its Affiliates’ content policies.
- 2.5. Devices. If Driver receives any Delsto Device(s), Driver acknowledges that such Device(s): (a) are only to be used for the purposes of enabling Driver’s access to the Delsto Services; and (b) may not be transferred, loaned, sold or otherwise provided in any manner to any other party. If Driver elects to use any Driver-Provided Device(s), Driver acknowledges that Delsto is not responsible for the acquisition, cost or maintenance of any such Driver- Provided Device(s) or any necessary wireless data plan. Delsto shall make available the Driver App for installation on such

Driver-Provided Devices. Driver agrees to not provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. Driver will delete and fully remove the Driver App from the Driver-Provided Device in the event that Transportation Company and/or Driver ceases to provide Transportation Services using the Driver- Provided Device. Driver agrees that: (i) use of the Driver App on a Driver-Provided Device requires an active data plan with a wireless carrier associated with the Driver-Provided Device, which data plan will be provided by either Transportation Company or Driver at their own expense; and (ii) use of the Driver App on a Driver-Provided Device as an interface with the Delsto Services may consume very large amounts of data through the data plan. Delsto advises that Driver-provided Devices only be used under a data plan with unlimited or very high data usage limits, and Delsto shall not be responsible or liable for any fees, costs or overage charges associated with any data plan.

- 2.6. Location Based Services. Driver acknowledges and agrees that his or her geo-location information must be provided to the Delsto Services via a Device in order to provide the Transportation Services. Driver acknowledges and agrees that: (a) his or her geo-location information will be monitored and tracked by the Delsto Services when Driver is logged into the Driver App and available to receive requests for Logistics/Transportation Services, or when Driver is providing Logistics/Transportation Services; and (b) the approximate location of Driver's Vehicle will be displayed to the User before and during the provision of Logistics/Transportation Services to such User. In addition, Delsto may monitor, track and share Driver's geo- location information obtained by the Driver App and Device for safety, security, technical, marketing and commercial purposes, including to provide and improve Delsto's products and services.

3. Driver Requirements

Driver agrees that he or she shall will at all times: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate the Vehicle assigned to them, and (ii) all licenses, permits, approvals and authority necessary to provide passenger transportation services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation/Logistics Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. Driver agrees that he or she may be subject to certain background and driving

record checks from time to time in order to qualify to provide, and remain eligible to provide, Transportation and/or Logistics Services. Driver may be deactivated from or otherwise restricted from accessing or using the Driver App or the Delsto Services if Driver fails to meet the requirements set forth in this Driver Addendum or if Transportation/Logistics Provider fails to meet the requirements set forth in the Agreement.

4. Modification.

From time to time, Driver may be required to enter into updated versions of this Addendum in order to continue to have access to the Driver App and the Delsto Services.

5. Privacy.

Subject to all applicable laws, Delsto may provide to a third party any information (including personal data and any Delsto Data) about Driver provided under the Agreement if: (a) there is a complaint, dispute or conflict, including an accident, between Driver and a User; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in Delsto's or any Affiliate's sole discretion, by applicable law or regulation; (d) it is necessary, in Delsto's or any Affiliate's sole discretion, to protect the safety, rights, property or security of Delsto, the Delsto Services or any third party; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity which Delsto or any of its Affiliates, in their sole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally actionable; or (e) it is required or necessary, in Delsto's or any Affiliate's sole discretion, for insurance or other purposes related to Driver's ability to qualify, or remain qualified, to use the Delsto Services. Driver understands that Delsto may retain Driver's personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated. Delsto processes personal data (including that referenced in Section 2.6 above) in accordance with its privacy policy located at <http://www.delsto.in>.

6. Insurance.

Driver represents and agrees that he or she holds or is otherwise covered by a valid policy of liability insurance (in industry-standard coverage amounts) with respect to Driver's operation of the Vehicle(s) under this Addendum.

7. No Third-Party Beneficiary.

The parties acknowledge that Delsto is a third-party beneficiary to this Addendum. Delsto will have the irrevocable right (and will be deemed to have accepted the right unless this is rejected promptly after receipt of a copy of the executed Addendum) to enforce the Addendum against Transportation/Logistics Company and Driver as a third-party beneficiary thereof.

By clicking "I accept" on the Delsto App or signing below (as such may be required by applicable law), Driver expressly acknowledges that he or she: (i) has read and understood this Addendum; (ii) has had the opportunity to consult with others (including an attorney) regarding this Addendum; (iii) agrees to be bound by the terms and conditions of this Addendum; and (iv) is legally competent to enter into this Addendum.

Pick Up and Drop Off Terms

These pick up and drop off terms ("PND Terms") are published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy. In this case, these rules and regulations with respect to Delsto Private Limited ("Delsto") will include, (i) these PND Terms, (ii) Terms of Use (<https://delsto.in/terms>), and the (iii) the Privacy Policy (<https://delsto.in/privacy>), for access or usage of www.delsto.in ("Website") and the Delsto mobile application ("Delsto App").

This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.

- 1. As agreed by you in the Terms of Use, Delsto enables a registered user of the Delsto App to connect with independent service providers (“Delsto Partner”), to fulfil tasks raised by such user. Such tasks could include, tasks to pick up and drop items from one location (“Pick-Up Location”) and to drop to another location (“Drop Location”) (such pick up and drop off tasks, “Pick-up/Drop-off Task(s)”).
- 2. You understand and agree that the pick-up and drop service is provided to you by the Delsto Partner directly. Delsto merely acts as a technology platform to facilitate such tasks raised by you, and Delsto does not assume any responsibility or liability for any deficiency in the service on part of the Delsto Partner.
- 3. You agree that if the Delsto Partner picks up certain item(s) from a Pick-Up Location on Your behalf, the Delsto Partner does so on your sole instructions under the task raised by you. Delsto is not a retail store, restaurant, food delivery service, merchandise delivery service, a courier or shipping service or food preparation entity.
- 4. You acknowledge and agree that the Pick-Up Location and the Drop Location have been voluntarily added by you on the Delsto App. You agree that your location data is collected in accordance with Delsto’s Privacy Policy.
- 5. You agree that you shall not request for a Pick-up/Drop-off Task on the Delsto App, for item(s) which are illegal, hazardous, dangerous, or otherwise restricted or constitute items which are prohibited by any statute or law or regulation.
- 6. You agree that before initiating a Pick-up/Drop-off Task on the Delsto Platform, you are well aware of these contents of the package sent or requested by you through registered Delsto Partners, and that such contents are legal and within limits of transportation under any applicable law. Such contents shall not be restricted and/or banned and/or dangerous and/or prohibited for carriage (*such items include, but are not limited to, radio-active, incendiary, corrosive or flammable substances, hazardous chemicals, explosives, firearms or parts thereof and ammunition, firecrackers, cyanides, precipitates, gold and silver ore, bullion, precious metals and stones, jewelry, semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality, securities (including stocks and bonds, share certificates and blank signed*

share transfer forms), coupons, stamps, negotiable instruments in bearer form, cashier's cheques, travellers' cheques, money orders, passports, credit/debit/ATM cards, antiques, works of art, lottery tickets and gambling devices, livestock, fish, insects, animals, plants and plant material, human corpses, organs or body parts, blood, urine and other liquid diagnostic specimens, hazardous or bio-medical waste, wet ice, pornographic materials, contraband, bottled alcoholic beverages or any intoxicant or narcotics and psychotropic substances).

- 7. You also agree that you shall not request for dispatch of item(s) which require a special transportation permit or require any special license under applicable law.
- 8. You are also aware that the Delsto Partner may choose to not deliver item(s) for any reason whatsoever.
- 9. You also agree that, upon becoming aware of the commission any offence or your intention to commit any offence upon initiating or during a Pick-up/Drop-off Task of any item(s) stipulated under paragraph 6 of these PND Terms or otherwise restricted under applicable law, the Delsto Partner may report such information to the law enforcement authorities.

Cancellations

- As a general rule you shall not be entitled to cancel your order once you have received confirmation of the same. If you cancel your order after it has been confirmed, Delsto shall have a right to charge you cancellation fee of a minimum INR 20 upto the order value.

Merchant Terms

Merchant (Pharmacy) Partner Terms of use

The Delsto Master Framework Letter ("Letter") along with the Merchant Partner Terms of Use ("Terms"), represents and confirms our mutual Terms with respect to the Merchant Partner's participation on the proprietary mobile platform currently made available by Delsto Digital Private Limited ("Delsto" or "us") or its affiliates, from time-to-time, and referred to as the "Delsto App". Upon signing by both parties, the Letter and the Delsto

Merchant Terms of Use binding and enforceable legal contract between you and Delsto as of the date set forth above (“Effective Date”)

The Terms with you are as follows:

1. Structure of Terms

Our Terms shall consist of this Letter, together with the addenda (individually, an “Addendum”) addressing areas of collaboration agreed to by both of us (this Letter and any and all such Addenda are collectively the “Terms”). In connection with each Addendum, we will designate those actions, responsibilities and services to be respectively provided by each of us. In the event of a conflict, the terms contained in an Addendum will supersede conflicting terms contained in these Terms.

2. Intended Projects

We each agree to work in good faith with one another on certain collaborative projects, (as described below) or other projects as we mutually agree, in connection with the item(s), which include medicines, cosmetics, other licensed drugs and health products made available [each an “Item(s)”] via the Delsto App. Each project will be further specified in an Addendum, and any such project will only be undertaken once we mutually execute such Addendum.

3.

The suggested search term(s) or Merchant item(s) visible on the Delsto App is the general availability of Item(s) during the Merchant’s normal business hours. The Merchant’s customers (the “Buyers” and/or “Delsto App Users”/” User(s)”) may select Item(s) from the displayed search term(s)/listing(s) on the Delsto App.

4. Delivery

The “Delsto Web Dashboard” will be made available to the Merchant to access on-demand logistic services by Delivery Partners. For the sake of clarity, neither Delsto nor its affiliates provide any delivery or logistics

services, but Delsto provides a platform for outlets like yours to connect with Delivery Partners for delivery services and to receive demand prediction, payment processing and related information services in connection with the sale of the Items. “Delivery Partner” is defined as an independent contractor who intends to provide on demand delivery services using Delsto’s proprietary technology platform under license from Delsto or one of its affiliates. Delsto will not have any obligation to deliver the Item(s) as a platform provider. For purposes of delivery of the Items, Delsto and the Delivery Partners shall operate (i) under cover of any approval, license or permission required to operate your business at the Merchant Outlet and sell the Item(s) and (ii) under your control, as your agent (including but not limited to receipt agent of Item charges and based on your instructions, if applicable, apply the Item charges collected on your behalf towards disbursement of the fee payable by you to Delivery Partner), and not employee. For the sake of clarity, you, through the services provided by Delivery Partners, are responsible for the delivery of Items and you maintain possession, control and care of the Items at all times. You shall have marketable legal right and title to sell the products or render the services. You shall not offer any products or services which are illegal, unlawful, expired and in violation of applicable laws and policies. Delsto will not be liable for any damage or loss incurred by the Users in relation to the delivery of the Items and will follow reasonable guidance you provide regarding the delivery of the Items.

5. Availability of Item(s)

- 5.a. Item(s). Delsto will provide you reasonable advice regarding demand prediction, which you may use in connection with your determination of the quantity and type of Items made available via the Delsto App. You are fully responsible for quality, safety and delivery of the Items and you shall adhere to all applicable laws and regulations in relation to the preparation, provision, packaging and delivery of the Items. You will determine any quality, portion, size, ingredient or other criteria (including those of laws and regulations) that apply to the Items (“Criteria”) and you are solely responsible for ensuring that the Items meet such criteria when they are made available via the Delsto App. In the event of failing to provide Items that adhere to the Criteria (each, a “Substandard Item”), Delsto is under no obligation to make such Substandard Items available for sale via the Delsto App.

- 5.b. Taxes. You are responsible for determining and setting the retail price (“Retail Price”) for each Item and duly informing Delsto from time to time, including any Item discount(s)/discounts on offer from time to time. You shall be the “retailer” or “seller” of all Items for the purpose of any indirect tax (such as value added tax, sales tax, service tax, goods and services tax) (“Indirect Tax”) and the responsible party for collection and remittance of applicable Indirect Tax. For the sake of clarity, the Retail Price for each Item shall include Indirect Tax, as applicable. You undertake that all applicable taxes on item(s) & delivery would be deposited by you with the government treasury within stipulated timelines. Except as may be expressly agreed in this Terms, each party shall be responsible for its expenses and costs during its performance under this Terms.
- 5.c. Item Inventory. You maintain title to all Item inventory until each Item is delivered to a User. You are responsible for the costs of all Items. Whenever a User wishes to avail Items or Service as identified by the App, Delsto will notify the Merchant Partner of the specifications and particulars of the order as is received from the User. Upon receipt of an order request from a User, the Merchant Partner shall keep ready the product or provide any service as required by the User. In the event the specifications are not sufficient for the Merchant Partner to process any order, the Merchant Partner must seek further information as required.
- 5.d. Notwithstanding these Terms, Delsto reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material breach or non-compliance by the Merchant Partner which includes, but is not limited to, the following instances:
 - (i). User/Buyer complaints received by Delsto which are directly or indirectly attributable to the quality of item(s) provided by the Merchant Partner either through poor ratings, as defined by Delsto, through calls placed with Delsto or through any other means;
 - (ii). Sale of medicines requiring a prescription, without one to the User or the sale of medicines which are below the standard quality or prohibited from sale under any law;
 - (iii). Breach of the provisions of the Drugs and Cosmetics Act, 1940 and the rules, including any other law applicable to the Merchant Partner;
 - (iv). Breach of the representations and warranties of the Merchant Partner; or
 - (v). Any other material breach of the terms.

- Notwithstanding anything contained under this Terms, Delsto has the right to immediately delist any of the item(s) from the Platform, which is not in compliance with applicable law or the rules or regulations, made thereunder.
- 5.e. You are responsible for costs related to reimbursement to the Users in the event Users have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Merchant Partner, including but not limited to, User's expectations not being met or User dissatisfaction in relation to, *inter alia*, the quality of the Item(s), undelivered Item(s), discrepancy in the Item(s) delivered which is not in accordance with the Item placed and/or those Item(s) for which User requests for a replacement. ("Disputed Orders") Any such User(s) request a refund for any Item(s) (including, without limitation, any costs associated with retrieving any such Item(s), if applicable), for reasons that are considered by Delsto in its sole discretion as reasonable, for (i) request by the Users of refund or (ii) acceptance by the Delivery Partner of the request. Delsto may deduct refunds from the payment made to you under these Terms.
- 5.f. It is clarified that Delsto shall not be liable to make any payment for a Disputed Order. Delsto shall reserve the right to recover from Merchant Partner, the amount paid to Users/Buyers as refund upto the order value.
- 5.g. In case of complaints from the User pertaining to item quality, or any other such issues, Delsto shall notify the same to Merchant Partner and shall also redirect the Buyer to the consumer call center of the Merchant. Merchant Partner shall alone be liable for redressing and bound to take action on the complaints by the User. Delsto has the right to share with the Merchant Partner, the relevant information including the Merchant details to enable satisfactory resolution of the complaint. Delsto shall in the interest of satisfactory resolution of the Complaint, share with the User, relevant information pertaining to the Order along with Merchant details.
- 5.h. Service Fee. In consideration for use of the Delsto App, Delsto will charge you a service fee as specifically set forth on each applicable Addendum as well as the Letter. All fees under these Terms shall be paid in Indian Rupees and are exclusive of any taxes, including Indirect Tax and withholding tax, if applicable.
- 5.i. Delsto does not guarantee that you will be matched with the Delivery Partner at the time you wish to be matched. Delsto shall not be liable for any failure to match.

6. Promotional Activities

- 6.a. Marketing. Delsto will each showcase the availability of the Items via the Delsto App through various promotional activities (e.g., our respective social media channels, websites, or blogs), as mutually agreed.
- 6.b. Marks. Subject to the terms and conditions of this Terms, each party hereby grants to the other party (and, in the case of Delsto, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use the such party's respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Addendum. For purposes of this Terms, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party's marks by the other party will be in the form and format specified or approved by the owner of such marks. Except as expressly set forth herein, neither party will use the other party's marks without the prior, express, written consent of the other party. All goodwill related to the use of a party's marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights.
- 6.c. Publicity. Except as may be expressly set forth in this Terms or an applicable Addendum, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Terms or otherwise, without the prior written consent of such other party.
- 6.d. Privacy. "Personal Data" means any information obtained in connection with this Terms (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered "personal data" or "personal information" under the applicable law. Merchant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing the services contemplated by this Terms. Merchant shall maintain the accuracy and integrity of any Personal Data provided by Delsto in its possession, custody or control. Merchant agrees to retain Personal Data provided to Merchant by Delsto solely by using the software and tools provided by Delsto.

7. Non-Exclusive

We each acknowledge and agree that, unless otherwise stated in a Letter/Addendum, our relationship is non-exclusive.

8. Confidential Information

“Confidential Information” means any confidential, proprietary or other non-public information disclosed by one party (the “Discloser”) to the other (the “Recipient”), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Terms, the Discloser’s Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are be bound by written obligations of confidentiality at least as protective of the Discloser as this Terms before such individual has access to the Discloser’s Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser’s Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a legal obligation based on the applicable laws and regulations or order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in filing petition of objection etc. prior to making such disclosure. Upon expiration or termination of this Terms and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser’s election) any and all materials or documents containing the Discloser’s Confidential Information, together with all copies thereof in whatever form.

9. Representations and Warranties; Disclaimer

- 9.a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Terms and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term (as defined below) will not enter into, any Terms that would prevent it from complying with or performing under this Terms (in your case, including without limitation, any exclusive Terms with any third parties for the availability of item via a technology platform); and (d) the content, media and other materials used or provided as part of this Terms shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
- 9.b. The Merchant further represents and warrants that it will comply with all applicable laws and regulations in its performance of this Terms including, but not limited to, the Drugs and Cosmetics Act, 1940 and rules and regulations made thereunder, including any law applicable to its engagement of Delivery Partners.
- 9.c. The Merchant further represents and warrants that the details of the tax registrations provided by the Merchant and Indirect tax to be levied on each item to be made available for sale via the Delsto App is as per Addendum II, forming integral part of this Terms. The Merchant further confirms and declares that the information provided in Addendum II and the copies of tax registrations, are true and correct, and assumes responsibility to intimate Delsto in case of any change in the provided information. The Merchant undertakes that all Indirect Tax applied on each Item and Delivery made available for sale via the Delsto App would be deposited with the Government Treasury within stipulated timelines.
- 9.d. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR PURPOSE OF THIS TERMS.

10. Indemnification

- 10.a. Indemnified Claims. Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, losses and

expenses (including reasonable attorney's fees) (collectively, "Losses") with respect to any third party claim arising out of or related to: (a) the negligence or wilful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Delsto and Delivery Partners to the extent they are your agents pursuant to Section 3) in their performance of this Terms; (b) any claims that the Indemnifying Party breached its representations and warranties in this Terms; (c) any claims that the Indemnifying Party's Marks infringe a third party's intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Delsto Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or wilful misconduct of Delsto or its employees, agents or Delivery Partners.

- 10.b. Procedure. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

11. Limits of Liability

For the purposes of this clause, "Liability" means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term under this contract. Delsto does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Delsto shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or

undertaking the restoration of data, fraudulent orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. However, Delsto will use its best endeavors to ensure that the unintentional operational errors do not occur, Delsto cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Delsto's aggregate liability under this Agreement and respective Terms of Use shall not exceed the total value of a Disputed Order.

12. Insurance

During the Term (as defined below) and for one (1) year thereafter, the Merchant shall maintain General Commercial Liability and, if required by law, Worker's Compensation (or substantially equivalent) insurance. The General Commercial Liability insurance policy limits shall be the greater of (a) the limits required by applicable law or (b) the limits customarily maintained by companies in the merchant's industry, in India. All policies shall be written by reputable insurance companies in the jurisdiction. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the other party. Upon Delsto's request, the Merchant shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a Merchant under the Terms.

13. Term and Termination

Either Delsto or the Merchant Partner can terminate this contract providing 15 days' prior written notice to the other. Delsto shall delist the Merchant Partner at the end of the 15th Day. Upon termination in accordance with the terms hereof, Merchant Partner shall only be required to service Item(s) already placed through Delsto prior to such expiry or earlier termination of

these Terms, and Delsto shall be entitled to receive Service Fee for such Item(s).

14. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Terms of Use or provided by law shall operate as a waiver thereof or affect that right, power or remedy. No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

15. Relationship

The Parties agree that nothing in this Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever between the Parties or between the parties and its respective contractors / employees.

16. Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with Services, which the Parties are unable to settle within 30 days, shall be referred to arbitration by a sole arbitrator appointed mutually by both Parties. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The venue of the arbitration shall be Jalandhar and the arbitration shall be conducted in English language. Subject to the foregoing, the courts at Jalandhar shall have exclusive jurisdiction.

17. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

18. Notice

- All notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email to the address mentioned below:
- Delsto Private Limited
Room No.03 Arora PG Law Gate near Lovely Professional University
,Jalandhar, India(144411)

19.

If the Merchant Partner notices any discrepancy in the weekly settlement, the Merchant Partner may raise a ticket by writing an email to help.delsto@gmail.com and the same will be mutually resolved by both parties within 15 days from the date on which the ticket was raised.

20.

The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

21.

Any modification or amendment to this Terms shall be effective only if in writing and signed or sealed with print name by both parties. In the event any provision of this Terms is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of

this Terms and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

22.

Any delay in or failure by either party in performance of this Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a “Force Majeure Event”). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Terms. This Terms may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Terms, upon notice to the other party, to (a) an affiliate of Delsto (for Delsto), or (b) in connection with the sale of all or substantially all of such party’s equity, business or assets. Subject to the foregoing, this Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Terms shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in Section 3 above), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto. Each party shall be solely responsible for its employees and contractors used in connection with this Terms. This Terms contains the full and complete understanding and Terms between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and Terms, whether oral or written, relating such subject matter hereof. This Terms may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format or exchange by hard-copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

Addendum I

Special Terms

1. Reporting

Delsto will give you information regarding the number of Items picked up by Delivery Partners and sold by you to the Users pursuant to the Terms. The Merchant Partner shall maintain such documents to record the proof of delivery of product or performance of service. Without prejudice to the generality of the aforesaid, Merchant shall routinely and at such time intervals provide such reports and in such formats as may be specified by the Company.

2. Payment

- 2.a. Service Fee. In consideration for Delsto's lead generation, demand prediction, payment processing and other related services provided via the Delsto App under the Terms, Delsto will charge you a service fee, agreed under the Letter and reiterated under the Addendum II (exclusive of Indirect Tax and withholding tax, if any) on Item Value, as defined under the Letter or (the "Service Fee"). This Service Fee is charged as consideration for expediting the Users' orders via the Delsto App.
- 2.b. Goods and services tax ("GST"). Collection by Delsto from Users on your behalf would be subject to tax deduction or collection at source in accordance with the applicable GST laws.
- 2.c. Remittance. Delsto will remit to you the total (i) Item Payment (including any Indirect Tax collected on your behalf but reduced by the Service Fee, amounts remitted to Delivery Partners under your instructions and tax deduction/ collection at source) earned by you, (ii) less any refunds given to your customers or Users (such final remitted amount being the "Item Revenue").
- 2.d. Item Revenue received by Delsto from the User on behalf of the Merchant Partner will be settled into the Merchant Partner's bank account, details of which are set forth in Addendum II. Settlement of transaction payments shall be within the time period as set forth by the guidelines of the Reserve Bank of India, where applicable. The Merchant Partner agrees to provide such documents and information necessary or as may be sought by a payment facilitator or bank to enlist the Merchant Partner as a payee of Delsto. The Merchant Partner agrees that for this purpose, information

about and provided by the Merchant Partner will be shared with a payment facilitator or bank.

3. Restrictions

Delivery Partners are independent service providers, and as such, they reserve the right to refuse to accept any item for delivery in their sole discretion. Any item that you do not have permission or license to sell or deliver may not be sold to Users.

ADDENDUM II

TAX DETAILS OF THE MERCHANT

1. Details of Tax Registrations

Details of Registration	Registration Number
Permanent Account Number	
Goods & Service Tax Registration	

2. Indirect Taxes to be levied on each Item enlisted on the Delsto App

Nature of Tax	Percentage Levy
Service Tax	
Value Added Tax	
Central Goods & Service Tax	

State Goods & Service Tax	
Integrated Goods & Service Tax	

3. Other Charges to be levied on each Item enlisted on the Delsto App

Nature of Charges	Percentage / Amount
Packaging Charges	

OTHER DETAILS

Name of Merchant Partner	
Effective Date	
Registered Address of the Merchant Partner	
Service Address, Email, Telephone numbers, User/Customer Complaint Redressal Number	
Merchant Partner contact person	
Service Fee	% of the Item Value.
Mode of Payment Settlement	
Bank Account details of the Merchant Partner	

Merchant (Grocery) Partner Terms of use

The Delsto Master Framework Letter (“Letter”) along with the Restaurant/Merchant Partner Terms of Use (“Terms”), represents and confirms our mutual Terms with respect to the Restaurant/Merchant Partner’s participation on the proprietary mobile platform currently made available by Delsto Digital Private Limited (“Delsto” or “us”) or its affiliates, from time-to-time, and referred to as the “Delsto App”. Upon signing by both parties, the Letter and the Delsto Restaurant/Merchant Terms of Use binding and enforceable legal contract between you and Delsto as of the date set forth above (“Effective Date”)

The Terms with you are as follows:

1. Structure of Terms

Our Terms shall consist of this Letter, together with the addenda (individually, an “Addendum”) addressing areas of collaboration agreed to by both of us (this Letter and any and all such Addenda are collectively the “Terms”). In connection with each Addendum, we will designate those actions, responsibilities and services to be respectively provided by each of us. In the event of a conflict, the terms contained in an Addendum will supersede conflicting terms contained in these Terms.

2. Intended Projects

We each agree to work in good faith with one another on certain collaborative projects, (as described below) or other projects as we mutually agree, in connection with the food or packaged food item(s) or any grocery item(s) and/or beverages the Restaurant/Merchant makes available (each, a “Meal” or “Item(s)”, as interchangeably used under these Terms) via the Delsto App. Each project will be further specified in an Addendum, and any such project will only be undertaken once we mutually execute such Addendum.

3.

The suggested search term(s) or Restaurant/Merchant item(s) visible on the Delsto App is the general availability of Meals during the Restaurant's normal business hours. The Restaurant/Merchant's customers (the "Buyers" and/or "Delsto App Users"/" User(s)") may select Meals from the displayed search term(s)/listing(s) on the Delsto App.

4. Delivery

The "Delsto Web Dashboard" will be made available to the Restaurant/Merchant to access on-demand logistic services by Delivery Partners. For the sake of clarity, neither Delsto nor its affiliates provide any delivery or logistics services, but Delsto provides a platform for restaurants/outlets like yours to connect with Delivery Partners for delivery services and to receive demand prediction, payment processing and related information services in connection with the sale of the Meals. "Delivery Partner" is defined as an independent contractor who intends to provide on demand delivery services using Delsto's proprietary technology platform under license from Delsto or one of its affiliates. Delsto will not have any obligation to deliver the Item(s) as a platform provider. For purposes of delivery of the Meals, Delsto and the Delivery Partners shall operate (i) under cover of any approval, license or permission required to operate your business at the Restaurant/Merchant Outlet and sell the Meal and (ii) under your control, as your agent (including but not limited to receipt agent of meal charges and based on your instructions, if applicable, apply the meal charges collected on your behalf towards disbursement of the fee payable by you to Delivery Partner), and not employee. For the sake of clarity, you, through the services provided by Delivery Partners, are responsible for the delivery of Meals and you maintain possession, control and care of the Meals at all times. You shall have marketable legal right and title to sell the products or render the services. You shall not offer any products or services which are illegal, unlawful, expired and in violation of applicable laws and policies. Delsto will not be liable for any damage or loss incurred by the Users in relation to the delivery of the Meals and will follow reasonable guidance you provide regarding the delivery of the Meals.

5. Availability of Meal(s)/Item(s)

- 5.a. Meal(s)/Item(s). Delsto will provide you reasonable advice regarding demand prediction, which you may use in connection with your determination of the quantity and type of Meals/Items made available via the Delsto App. You are fully responsible for quality, safety and delivery of the Meals/Items and you shall adhere to all applicable laws and regulations in relation to the preparation, provision, packaging and delivery of the Meals/Items. You will determine any quality, portion, size, ingredient or other criteria (including those of laws and regulations) that apply to the Meals/Items (“Criteria”) and you are solely responsible for ensuring that the Meals/Items meet such criteria when then are made available via the Delsto App. In the event of failing to provide Meals/Items that adhere to the Criteria (each, a “Substandard Meal/Item”), Delsto is under no obligation to make such Substandard Meals/Items available for sale via the Delsto App.
- 5.b. Taxes. You are responsible for determining and setting the retail price (“Retail Price”) for each Meal/Item and duly informing Delsto from time to time, including any Meal/Item discount(s)/discounts on offer from time to time. You shall be the “retailer” or “seller” of all Meals/Items for the purpose of any indirect tax (such as value added tax, sales tax, service tax, goods and services tax) (“Indirect Tax”) and the responsible party for collection and remittance of applicable Indirect Tax. For the sake of clarity, the Retail Price for each Meal/Item shall include Indirect Tax, as applicable. You undertake that all applicable taxes on meal(s)/item(s) & delivery would be deposited by you with the government treasury within stipulated timelines. Except as may be expressly agreed in this Terms, each party shall be responsible for its expenses and costs during its performance under this Terms.
- 5.c. Meal/Item Inventory. You maintain title to all Meal/Item inventory until each Meal/Item is delivered to a User. You are responsible for the costs of all Meals/Items. Whenever a User wishes to avail Meals/Items or Service as identified by the App, Delsto will notify the Restaurant Partner of the specifications and particulars of the order as is received from the User. Upon receipt of an order request from a User, the Restaurant Partner shall keep ready the product or provide any service as required by the User. In the event the specifications are not sufficient for the Restaurant/Merchant Partner to process any order, the Restaurant/Merchant Partner must seek further information as required.
- 5.d. Notwithstanding these Terms, Delsto reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material breach or non-compliance by the Restaurant Partner which includes, but is not limited to, the following instances:
 - (i). User/Buyer complaints received by Delsto which are directly or indirectly attributable to the quality of food provided by the Restaurant

Partner either through poor ratings, as defined by Delsto, through calls placed with Delsto or through any other means;

- (ii). Breach of the provisions of the Food Safety and Standards Act, 2006 and the rules and regulations, made thereunder, by Restaurant Partner;
- (iii). Breach of the representations and warranties of the Restaurant Partner; or
- (iv). Any other material breach of the terms.
- Notwithstanding anything contained under this Terms, Delsto has the right to immediately delist any of the food products from the Platform, which is not in compliance with the Food Safety and Standards Act, 2006 or the rules or regulations, made thereunder.
- 5.e. You are responsible for costs related to reimbursement to the Users in the event Users have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Restaurant Partner, including but not limited to, User's expectations not being met or User dissatisfaction in relation to, *inter alia*, the quality of the Meal(s)/Item(s), undelivered Meal(s)/Item(s), discrepancy in the Meal(s)/Item(s) delivered which is not in accordance with the Meal/Item placed and/or those Meal(s)/Item(s) for which User requests for a replacement. ("Disputed Orders") Any such User(s) request a refund for any Meal(s)/Item(s) (including, without limitation, any costs associated with retrieving any such Meal(s), if applicable), for reasons that are considered by Delsto in its sole discretion as reasonable, for (i) request by the Users of refund or (ii) acceptance by the Delivery Partner of the request. Delsto may deduct refunds from the payment made to you under these Terms.
- 5.f. It is clarified that Delsto shall not be liable to make any payment for a Disputed Order. Delsto shall reserve the right to recover from Restaurant Partner, the amount paid to Users/Buyers as refund upto the order value.
- 5.g. In case of complaints from the User pertaining to food efficacy, quality, or any other such issues, Delsto shall notify the same to Restaurant Partner and shall also redirect the Buyer to the consumer call center of the Restaurant. Restaurant Partner shall alone be liable for redressing and bound to take action on the complaints by the User. Delsto has the right to share with the Restaurant Partner, the relevant information including the Restaurant details to enable satisfactory resolution of the complaint. Delsto shall in the interest of satisfactory resolution of the Complaint, share with the User, relevant information pertaining to the Order along with Restaurant details.

- 5.h. Service Fee. In consideration for use of the Delsto App, Delsto will charge you a service fee as specifically set forth on each applicable Addendum as well as the Letter. All fees under these Terms shall be paid in Indian Rupees and are exclusive of any taxes, including Indirect Tax and withholding tax, if applicable.
- 5.i. Delsto does not guarantee that you will be matched with the Delivery Partner at the time you wish to be matched. Delsto shall not be liable for any failure to match.

6. Promotional Activities

- 6.a. Marketing. Delsto will each showcase the availability of the Meals via the Delsto App through various promotional activities (e.g., our respective social media channels, websites, or blogs), as mutually agreed.
- 6.b. Marks. Subject to the terms and conditions of this Terms, each party hereby grants to the other party (and, in the case of Delsto, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use the such party's respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Addendum. For purposes of this Terms, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party's marks by the other party will be in the form and format specified or approved by the owner of such marks. Except as expressly set forth herein, neither party will use the other party's marks without the prior, express, written consent of the other party. All goodwill related to the use of a party's marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights.
- 6.c. Publicity. Except as may be expressly set forth in this Terms or an applicable Addendum, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Terms or otherwise, without the prior written consent of such other party.
- 6.d. Privacy. "Personal Data" means any information obtained in connection with this Terms (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered "personal data" or "personal information" under the applicable law. Restaurant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing the

services contemplated by this Terms. Restaurant shall maintain the accuracy and integrity of any Personal Data provided by Delsto in its possession, custody or control. Restaurant agrees to retain Personal Data provided to Restaurant by Delsto solely by using the software and tools provided by Delsto.

7. Non-Exclusive

We each acknowledge and agree that, unless otherwise stated in a Letter/Addendum, our relationship is non-exclusive.

8. Confidential Information

“Confidential Information” means any confidential, proprietary or other non-public information disclosed by one party (the “Discloser”) to the other (the “Recipient”), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Terms, the Discloser’s Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are bound by written obligations of confidentiality at least as protective of the Discloser as this Terms before such individual has access to the Discloser’s Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser’s Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a legal obligation based on the applicable laws and regulations or order of a court, provided that the Recipient gives the Discloser prior written notice of

such obligation to disclose and reasonably assist in filing petition of objection etc. prior to making such disclosure. Upon expiration or termination of this Terms and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Confidential Information, together with all copies thereof in whatever form.

9. Representations and Warranties; Disclaimer

- 9.a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Terms and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term (as defined below) will not enter into, any Terms that would prevent it from complying with or performing under this Terms (in your case, including without limitation, any exclusive Terms with any third parties for the availability of food via a technology platform); and (d) the content, media and other materials used or provided as part of this Terms shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
- 9.b. The Restaurant further represents and warrants that it will comply with all applicable laws and regulations in its performance of this Terms including, but not limited to, the Food Safety & Standards Act, 2006 and rules and regulations made thereunder, its engagement of Delivery Partners.
- 9.c. The Restaurant further represents and warrants that the details of the tax registrations provided by the Restaurant and Indirect tax to be levied on each meal to be made available for sale via the Delsto App is as per Addendum II, forming integral part of this Terms. The Restaurant further confirms and declares that the information provided in Addendum II and the copies of tax registrations, are true and correct, and assumes responsibility to intimate Delsto in case of any change in the provided information. The Restaurant undertakes that all Indirect Tax applied on each Meal and Delivery made available for sale via the Delsto App would be deposited with the Government Treasury within stipulated timelines.
- 9.d. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR PURPOSE OF THIS TERMS.

10. Indemnification

- 10.a. Indemnified Claims. Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, losses and expenses (including reasonable attorney’s fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (a) the negligence or wilful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Delsto and Delivery Partners to the extent they are your agents pursuant to Section 3) in their performance of this Terms; (b) any claims that the Indemnifying Party breached its representations and warranties in this Terms; (c) any claims that the Indemnifying Party’s Marks infringe a third party’s intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Delsto Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or wilful misconduct of Delsto or its employees, agents or Delivery Partners.
- 10.b. Procedure. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party’s expense.

11. Limits of Liability

For the purposes of this clause, “Liability” means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under

these Terms or arising by reason of the invalidity or unenforceability of any term under this contract. Delsto does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Delsto shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. However, Delsto will use its best endeavors to ensure that the unintentional operational errors do not occur, Delsto cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Delsto's aggregate liability under this Agreement and respective Terms of Use shall not exceed the total value of a Disputed Order.

12. Insurance

During the Term (as defined below) and for one (1) year thereafter, the Restaurant shall maintain General Commercial Liability and, if required by law, Worker's Compensation (or substantially equivalent) insurance. The General Commercial Liability insurance policy limits shall be the greater of (a) the limits required by applicable law or (b) the limits customarily maintained by companies in the restaurant industry, in India. All policies shall be written by reputable insurance companies in the jurisdiction. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the other party. Upon Delsto's request, the Restaurant shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a Restaurant under the Terms.

13. Term and Termination

Either Delsto or the Restaurant Partner can terminate this contract providing 15 days' prior written notice to the other. Delsto shall delist the Restaurant Partner at the end of the 15th Day. Upon termination in accordance with the terms hereof, Restaurant Partner shall only be required to service Meal(s) already placed through Delsto prior to such expiry or earlier termination of these Terms, and Delsto shall be entitled to receive Service Fee for such Meal(s).

14. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Terms of Use or provided by law shall operate as a waiver thereof or affect that right, power or remedy. No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

15. Relationship

The Parties agree that nothing in this Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever between the Parties or between the parties and its respective contractors / employees.

16. Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with Services, which the Parties are unable to settle within 30 days, shall be referred to arbitration by a sole arbitrator appointed mutually by both Parties. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The venue of the arbitration shall be Jalandhar

and the arbitration shall be conducted in English language. Subject to the foregoing, the courts at Jalandhar shall have exclusive jurisdiction.

17. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

18. Notice

- All notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email to the address mentioned below:
- Delsto Private Limited
Room No.03 Arora PG Law Gate near Lovely Professional University
,Jalandhar, India(144411)

19.

If the Restaurant Partner notices any discrepancy in the weekly settlement, the Restaurant Partner may raise a ticket by writing an email to help.delsto@gmail.com and the same will be mutually resolved by both parties within 15 days from the date on which the ticket was raised.

20.

The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

21.

Any modification or amendment to this Terms shall be effective only if in writing and signed or sealed with print name by both parties. In the event any provision of this Terms is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Terms and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

22.

Any delay in or failure by either party in performance of this Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Terms. This Terms may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Terms, upon notice to the other party, to (a) an affiliate of Delsto (for Delsto), or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Terms shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in Section 3 above), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto. Each party shall be solely responsible for its employees and contractors used in connection with this Terms. This Terms contains the full and complete understanding and Terms between the parties relating to the subject matter hereof and

supersedes all prior and contemporary understandings and Terms, whether oral or written, relating such subject matter hereof. This Terms may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format or exchange by hard-copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

Addendum I

Special Terms

1. Reporting

Delsto will give you information regarding the number of Meals picked up by Delivery Partners and sold by you to the Users pursuant to the Terms. The Restaurant Partner shall maintain such documents to record the proof of delivery of product or performance of service. Without prejudice to the generality of the aforesaid, Restaurant shall routinely and at such time intervals provide such reports and in such formats as may be specified by the Company.

2. Payment

- 2.a. Service Fee. In consideration for Delsto's lead generation, demand prediction, payment processing and other related services provided via the Delsto App under the Terms, Delsto will charge you a service fee, agreed under the Letter and reiterated under the Addendum II (exclusive of Indirect Tax and withholding tax, if any) on Meal Value, as defined under the Letter or (the "Service Fee"). This Service Fee is charged as consideration for expediting the Users' orders via the Delsto App.
- 2.b. Goods and services tax ("GST"). Collection by Delsto from Users on your behalf would be subject to tax deduction or collection at source in accordance with the applicable GST laws.
- 2.c. Remittance. Delsto will remit to you the total (i) Meal Payment (including any Indirect Tax collected on your behalf but reduced by the Service Fee, amounts remitted to Delivery Partners under your instructions and tax deduction/ collection at source) earned by you, (ii) less any refunds given to your customers or Users (such final remitted amount being the "Meal Revenue").

- 2.d. Meal Revenue received by Delsto from the User on behalf of the Restaurant Partner will be settled into the Restaurant Partner’s bank account, details of which are set forth in Addendum II. Settlement of transaction payments shall be within the time period as set forth by the guidelines of the Reserve Bank of India, where applicable. The Restaurant Partner agrees to provide such documents and information necessary or as may be sought by a payment facilitator or bank to enlist the Restaurant Partner as a payee of Delsto. The Restaurant Partner agrees that for this purpose, information about and provided by the Restaurant Partner will be shared with a payment facilitator or bank.

3. Restrictions

Delivery Partners are independent service providers, and as such, they reserve the right to refuse to accept any item for delivery in their sole discretion. Any item that you do not have permission or license to sell or deliver may not be sold to Users.

ADDENDUM II

TAX DETAILS OF THE RESTAURANT/MERCHANT

1. Details of Tax Registrations

Details of Registration	Registration Number
Permanent Account Number	
Goods & Service Tax Registration	

2. Indirect Taxes to be levied on each Item enlisted on the Delsto App

Nature of Tax	Percentage Levy

Service Tax	
Value Added Tax	
Central Goods & Service Tax	
State Goods & Service Tax	
Integrated Goods & Service Tax	

3. Other Charges to be levied on each Meal enlisted on the Delsto App

Nature of Charges	Percentage / Amount
Packaging Charges	

OTHER DETAILS

Name of Restaurant Partner	
Effective Date	
Registered Address of the Restaurant Partner	
Service Address, Email, Telephone numbers, User/Customer Complaint Redressal Number	
Restaurant Partner contact person	

Service Fee	% of the Meal Value.
Mode of Payment Settlement	
Bank Account details of the Restaurant Partner	

Merchant (Restaurant) Partner Terms of Use

The Delsto Master Framework Letter (“Letter”) along with the Restaurant/Merchant Partner Terms of Use (“Terms”), represents and confirms our mutual Terms with respect to the Restaurant/Merchant Partner’s participation on the proprietary mobile platform currently made available by Delsto Digital Private Limited (“Delsto” or “us”) or its affiliates, from time-to-time, and referred to as the “Delsto App”. Upon signing by both parties, the Letter and the Delsto Restaurant/Merchant Terms of Use binding and enforceable legal contract between you and Delsto as of the date set forth above (“Effective Date”)

The Terms with you are as follows:

1. Structure of Terms

Our Terms shall consist of this Letter, together with the addenda (individually, an “Addendum”) addressing areas of collaboration agreed to by both of us (this Letter and any and all such Addenda are collectively the “Terms”). In connection with each Addendum, we will designate those actions, responsibilities and services to be respectively provided by each of us. In the event of a conflict, the terms contained in an Addendum will supersede conflicting terms contained in these Terms.

2. Intended Projects

We each agree to work in good faith with one another on certain collaborative projects, (as described below) or other projects as we mutually agree, in connection with the food or packaged food item(s) or any grocery item(s) and/or beverages the Restaurant/Merchant makes available (each, a “Meal” or “Item(s)”, as interchangeably used under these Terms) via the Delsto App. Each project will be further specified in an Addendum, and any such project will only be undertaken once we mutually execute such Addendum.

3.

The suggested search term(s) or Restaurant/Merchant item(s) visible on the Delsto App is the general availability of Meals during the Restaurant’s normal business hours. The Restaurant/Merchant’s customers (the “Buyers” and/or “Delsto App Users”/” User(s)”) may select Meals from the displayed search term(s)/listing(s) on the Delsto App.

4. Delivery

The “Delsto Web Dashboard” will be made available to the Restaurant/Merchant to access on-demand logistic services by Delivery Partners. For the sake of clarity, neither Delsto nor its affiliates provide any delivery or logistics services, but Delsto provides a platform for restaurants/outlets like yours to connect with Delivery Partners for delivery services and to receive demand prediction, payment processing and related information services in connection with the sale of the Meals. “Delivery Partner” is defined as an independent contractor who intends to provide on demand delivery services using Delsto’s proprietary technology platform under license from Delsto or one of its affiliates. Delsto will not have any obligation to deliver the Item(s) as a platform provider. For purposes of delivery of the Meals, Delsto and the Delivery Partners shall operate (i) under cover of any approval, license or permission required to operate your business at the Restaurant/Merchant Outlet and sell the Meal and (ii) under your control, as your agent (including but not limited to receipt agent of meal charges and based on your instructions, if applicable, apply the meal charges collected on your behalf towards disbursement of the fee payable by you to Delivery Partner), and not employee. For the sake of clarity, you, through the services provided by Delivery Partners, are

responsible for the delivery of Meals and you maintain possession, control and care of the Meals at all times. You shall have marketable legal right and title to sell the products or render the services. You shall not offer any products or services which are illegal, unlawful, expired and in violation of applicable laws and policies. Delsto will not be liable for any damage or loss incurred by the Users in relation to the delivery of the Meals and will follow reasonable guidance you provide regarding the delivery of the Meals.

5. Availability of Meal(s)/Item(s)

- 5.a. Meal(s)/Item(s). Delsto will provide you reasonable advice regarding demand prediction, which you may use in connection with your determination of the quantity and type of Meals/Items made available via the Delsto App. You are fully responsible for quality, safety and delivery of the Meals/Items and you shall adhere to all applicable laws and regulations in relation to the preparation, provision, packaging and delivery of the Meals/Items. You will determine any quality, portion, size, ingredient or other criteria (including those of laws and regulations) that apply to the Meals/Items (“Criteria”) and you are solely responsible for ensuring that the Meals/Items meet such criteria when then are made available via the Delsto App. In the event of failing to provide Meals/Items that adhere to the Criteria (each, a “Substandard Meal/Item”),Delsto is under no obligation to make such Substandard Meals/Items available for sale via the Delsto App.
- 5.b. Taxes. You are responsible for determining and setting the retail price (“Retail Price”) for each Meal/Item and duly informing Delsto from time to time, including any Meal/Item discount(s)/discounts on offer from time to time. You shall be the “retailer” or “seller” of all Meals/Items for the purpose of any indirect tax (such as value added tax, sales tax, service tax, goods and services tax) (“Indirect Tax”) and the responsible party for collection and remittance of applicable Indirect Tax. For the sake of clarity, the Retail Price for each Meal/Item shall include Indirect Tax, as applicable. You undertake that all applicable taxes on meal(s)/item(s) & delivery would be deposited by you with the government treasury within stipulated timelines. Except as may be expressly agreed in this Terms, each party shall be responsible for its expenses and costs during its performance under this Terms.
- 5.c. Meal/Item Inventory. You maintain title to all Meal/Item inventory until each Meal/Item is delivered to a User. You are responsible for the costs of all Meals/Items. Whenever a User wishes to avail Meals/Items or Service as identified by the App, Delsto will notify the Restaurant Partner of the

specifications and particulars of the order as is received from the User. Upon receipt of an order request from a User, the Restaurant Partner shall keep ready the product or provide any service as required by the User. In the event the specifications are not sufficient for the Restaurant/Merchant Partner to process any order, the Restaurant/Merchant Partner must seek further information as required.

- 5.d. Notwithstanding these Terms, Delsto reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material breach or non-compliance by the Restaurant Partner which includes, but is not limited to, the following instances:
 - (i). User/Buyer complaints received by Delsto which are directly or indirectly attributable to the quality of food provided by the Restaurant Partner either through poor ratings, as defined by Delsto, through calls placed with Delsto or through any other means;
 - (ii). Breach of the provisions of the Food Safety and Standards Act, 2006 and the rules and regulations, made thereunder, by Restaurant Partner;
 - (iii). Breach of the representations and warranties of the Restaurant Partner; or
 - (iv). Any other material breach of the terms.
 - Notwithstanding anything contained under this Terms, Delsto has the right to immediately delist any of the food products from the Platform, which is not in compliance with the Food Safety and Standards Act, 2006 or the rules or regulations, made thereunder.
- 5.e. You are responsible for costs related to reimbursement to the Users in the event Users have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Restaurant Partner, including but not limited to, User's expectations not being met or User dissatisfaction in relation to, *inter alia*, the quality of the Meal(s)/Item(s), undelivered Meal(s)/Item(s), discrepancy in the Meal(s)/Item(s) delivered which is not in accordance with the Meal/Item placed and/or those Meal(s)/Item(s) for which User requests for a replacement. ("Disputed Orders") Any such User(s) request a refund for any Meal(s)/Item(s) (including, without limitation, any costs associated with retrieving any such Meal(s), if applicable), for reasons that are considered by Delsto in its sole discretion as reasonable, for (i) request by the Users of refund or (ii) acceptance by the Delivery Partner of the request. Delsto may deduct refunds from the payment made to you under these Terms.

- 5.f. It is clarified that Delsto shall not be liable to make any payment for a Disputed Order. Delsto shall reserve the right to recover from Restaurant Partner, the amount paid to Users/Buyers as refund upto the order value.
- 5.g. In case of complaints from the User pertaining to food efficacy, quality, or any other such issues, Delsto shall notify the same to Restaurant Partner and shall also redirect the Buyer to the consumer call center of the Restaurant. Restaurant Partner shall alone be liable for redressing and bound to take action on the complaints by the User. Delsto has the right to share with the Restaurant Partner, the relevant information including the Restaurant details to enable satisfactory resolution of the complaint. Delsto shall in the interest of satisfactory resolution of the Complaint, share with the User, relevant information pertaining to the Order along with Restaurant details.
- 5.h. Service Fee. In consideration for use of the Delsto App, Delsto will charge you a service fee as specifically set forth on each applicable Addendum as well as the Letter. All fees under these Terms shall be paid in Indian Rupees and are exclusive of any taxes, including Indirect Tax and withholding tax, if applicable.
- 5.i. Delsto does not guarantee that you will be matched with the Delivery Partner at the time you wish to be matched. Delsto shall not be liable for any failure to match.

6. Promotional Activities

- 6.a. Marketing. Delsto will each showcase the availability of the Meals via the Delsto App through various promotional activities (e.g., our respective social media channels, websites, or blogs), as mutually agreed.
- 6.b. Marks. Subject to the terms and conditions of this Terms, each party hereby grants to the other party (and, in the case of Delsto, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use the such party's respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Addendum. For purposes of this Terms, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party's marks by the other party will be in the form and format specified or approved by the owner of such marks. Except as expressly set forth herein, neither party will use the other party's marks without the prior, express, written consent of the other party. All goodwill related to the use of a party's marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein,

neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights.

- 6.c. Publicity. Except as may be expressly set forth in this Terms or an applicable Addendum, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Terms or otherwise, without the prior written consent of such other party.
- 6.d. Privacy. “Personal Data” means any information obtained in connection with this Terms (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered “personal data” or “personal information” under the applicable law. Restaurant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing the services contemplated by this Terms. Restaurant shall maintain the accuracy and integrity of any Personal Data provided by Delsto in its possession, custody or control. Restaurant agrees to retain Personal Data provided to Restaurant by Delsto solely by using the software and tools provided by Delsto.

7. Non-Exclusive

We each acknowledge and agree that, unless otherwise stated in a Letter/Addendum, our relationship is non-exclusive.

8. Confidential Information

“Confidential Information” means any confidential, proprietary or other non-public information disclosed by one party (the “Discloser”) to the other (the “Recipient”), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Terms, the Discloser’s Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and

agents who have a need to know such Confidential Information and who are bound by written obligations of confidentiality at least as protective of the Discloser as this Terms before such individual has access to the Discloser's Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a legal obligation based on the applicable laws and regulations or order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in filing petition of objection etc. prior to making such disclosure. Upon expiration or termination of this Terms and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Confidential Information, together with all copies thereof in whatever form.

9. Representations and Warranties; Disclaimer

- 9.a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Terms and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term (as defined below) will not enter into, any Terms that would prevent it from complying with or performing under this Terms (in your case, including without limitation, any exclusive Terms with any third parties for the availability of food via a technology platform); and (d) the content, media and other materials used or provided as part of this Terms shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
- 9.b. The Restaurant further represents and warrants that it will comply with all applicable laws and regulations in its performance of this Terms including, but not limited to, the Food Safety & Standards Act, 2006 and rules and regulations made thereunder, its engagement of Delivery Partners.

- 9.c. The Restaurant further represents and warrants that the details of the tax registrations provided by the Restaurant and Indirect tax to be levied on each meal to be made available for sale via the Delsto App is as per Addendum II, forming integral part of this Terms. The Restaurant further confirms and declares that the information provided in Addendum II and the copies of tax registrations, are true and correct, and assumes responsibility to intimate Delsto in case of any change in the provided information. The Restaurant undertakes that all Indirect Tax applied on each Meal and Delivery made available for sale via the Delsto App would be deposited with the Government Treasury within stipulated timelines.
- 9.d. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR PURPOSE OF THIS TERMS.

10. Indemnification

- 10.a. Indemnified Claims. Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, losses and expenses (including reasonable attorney’s fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (a) the negligence or wilful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Delsto and Delivery Partners to the extent they are your agents pursuant to Section 3) in their performance of this Terms; (b) any claims that the Indemnifying Party breached its representations and warranties in this Terms; (c) any claims that the Indemnifying Party’s Marks infringe a third party’s intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Delsto Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or wilful misconduct of Delsto or its employees, agents or Delivery Partners.
- 10.b. Procedure. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim

through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

11. Limits of Liability

For the purposes of this clause, "Liability" means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term under this contract. Delsto does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Delsto shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. However, Delsto will use its best endeavors to ensure that the unintentional operational errors do not occur, Delsto cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Delsto's aggregate liability under this Agreement and respective Terms of Use shall not exceed the total value of a Disputed Order.

12. Insurance

During the Term (as defined below) and for one (1) year thereafter, the Restaurant shall maintain General Commercial Liability and, if required by law, Worker's Compensation (or substantially equivalent) insurance. The General Commercial Liability insurance policy limits shall be the greater of (a) the limits required by applicable law or (b) the limits customarily maintained by companies in the restaurant industry, in India. All policies

shall be written by reputable insurance companies in the jurisdiction. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the other party. Upon Delsto's request, the Restaurant shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a Restaurant under the Terms.

13. Term and Termination

Either Delsto or the Restaurant Partner can terminate this contract providing 15 days' prior written notice to the other. Delsto shall delist the Restaurant Partner at the end of the 15th Day. Upon termination in accordance with the terms hereof, Restaurant Partner shall only be required to service Meal(s) already placed through Delsto prior to such expiry or earlier termination of these Terms, and Delsto shall be entitled to receive Service Fee for such Meal(s).

14. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Terms of Use or provided by law shall operate as a waiver thereof or affect that right, power or remedy. No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

15. Relationship

The Parties agree that nothing in this Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever between the Parties or between the parties and its respective contractors / employees.

16. Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with Services, which the Parties are unable to settle within 30 days, shall be referred to arbitration by a sole arbitrator appointed mutually by both Parties. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The venue of the arbitration shall be Jalandhar and the arbitration shall be conducted in English language. Subject to the foregoing, the courts at Jalandhar shall have exclusive jurisdiction.

17. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

18. Notice

- All notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email to the address mentioned below:
- Delsto Private Limited
Room No.03 Arora PG Law Gate near Lovely Professional University
,Jalandhar, India(144411)

19.

If the Restaurant Partner notices any discrepancy in the weekly settlement, the Restaurant Partner may raise a ticket by writing an email to help.delsto@gmail.com and the same will be mutually resolved by both parties within 15 days from the date on which the ticket was raised.

20.

The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

21.

Any modification or amendment to this Terms shall be effective only if in writing and signed or sealed with print name by both parties. In the event any provision of this Terms is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Terms and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

22.

Any delay in or failure by either party in performance of this Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Terms. This Terms may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Terms, upon notice to the other party, to (a) an affiliate of Delsto (for Delsto), or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Terms

shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in Section 3 above), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto. Each party shall be solely responsible for its employees and contractors used in connection with this Terms. This Terms contains the full and complete understanding and Terms between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and Terms, whether oral or written, relating such subject matter hereof. This Terms may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format or exchange by hard-copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

Addendum I

Special Terms

1. Reporting

Delsto will give you information regarding the number of Meals picked up by Delivery Partners and sold by you to the Users pursuant to the Terms. The Restaurant Partner shall maintain such documents to record the proof of delivery of product or performance of service. Without prejudice to the generality of the aforesaid, Restaurant shall routinely and at such time intervals provide such reports and in such formats as may be specified by the Company.

2. Payment

- 2.a. Service Fee. In consideration for Delsto's lead generation, demand prediction, payment processing and other related services provided via the Delsto App under the Terms, Delsto will charge you a service fee, agreed under the Letter and reiterated under the Addendum II (exclusive of Indirect Tax and withholding tax, if any) on Meal Value, as defined under the Letter or (the "Service Fee"). This Service Fee is charged as consideration for expediting the Users' orders via the Delsto App.

- 2.b. Goods and services tax (“GST”). Collection by Delsto from Users on your behalf would be subject to tax deduction or collection at source in accordance with the applicable GST laws.
- 2.c. Remittance. Delsto will remit to you the total (i) Meal Payment (including any Indirect Tax collected on your behalf but reduced by the Service Fee, amounts remitted to Delivery Partners under your instructions and tax deduction/ collection at source) earned by you, (ii) less any refunds given to your customers or Users (such final remitted amount being the “Meal Revenue”).
- 2.d. Meal Revenue received by Delsto from the User on behalf of the Restaurant Partner will be settled into the Restaurant Partner’s bank account, details of which are set forth in Addendum II. Settlement of transaction payments shall be within the time period as set forth by the guidelines of the Reserve Bank of India, where applicable. The Restaurant Partner agrees to provide such documents and information necessary or as may be sought by a payment facilitator or bank to enlist the Restaurant Partner as a payee of Delsto. The Restaurant Partner agrees that for this purpose, information about and provided by the Restaurant Partner will be shared with a payment facilitator or bank.

3. Restrictions

Delivery Partners are independent service providers, and as such, they reserve the right to refuse to accept any item for delivery in their sole discretion. Any item that you do not have permission or license to sell or deliver may not be sold to Users.

ADDENDUM II

TAX DETAILS OF THE RESTAURANT/MERCHANT

1. Details of Tax Registrations

Details of Registration	Registration Number
Permanent Account Number	

Goods & Service Tax Registration	
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2. Indirect Taxes to be levied on each Meal enlisted on the Delsto App

Nature of Tax	Percentage Levy
Service Tax	
Value Added Tax	
Central Goods & Service Tax	
State Goods & Service Tax	
Integrated Goods & Service Tax	

3. Other Charges to be levied on each Meal enlisted on the Delsto App

Nature of Charges	Percentage / Amount
Packaging Charges	

OTHER DETAILS

Name of Restaurant Partner	
Effective Date	

Registered Address of the Restaurant Partner	
Service Address, Email, Telephone numbers, User/Customer Complaint Redressal Number	
Restaurant Partner contact person	
Service Fee	% of the Meal Value.
Mode of Payment Settlement	
Bank Account details of the Restaurant Partner	

Merchant (Pet Store) Partner Terms of Use

The Delsto Master Framework Letter (“Letter”) along with the Merchant Partner Terms of Use (“Terms”), represents and confirms our mutual Terms with respect to the Merchant Partner’s participation on the proprietary mobile platform currently made available by Delsto Digital Private Limited (“Delsto” or “us”) or its affiliates, from time-to-time, and referred to as the “Delsto App”. Upon signing by both parties, the Letter and the Delsto Merchant Terms of Use binding and enforceable legal contract between you and Delsto as of the date set forth above (“Effective Date”)

The Terms with you are as follows:

1. Structure of Terms

Our Terms shall consist of this Letter, together with the addenda (individually, an “Addendum”) addressing areas of collaboration agreed to by both of us (this Letter and any and all such Addenda are collectively

the “Terms”). In connection with each Addendum, we will designate those actions, responsibilities and services to be respectively provided by each of us. In the event of a conflict, the terms contained in an Addendum will supersede conflicting terms contained in these Terms.

2. Intended Projects

We each agree to work in good faith with one another on certain collaborative projects, (as described below) or other projects as we mutually agree, in connection with the item(s), which include perishable/non-perishable goods including other item(s) or accessories produced for pets made available [each an “Item(s)”] via the Delsto App. Each project will be further specified in an Addendum, and any such project will only be undertaken once we mutually execute such Addendum.

3.

The suggested search term(s) or Merchant item(s) visible on the Delsto App is the general availability of Item(s) during the Merchant’s normal business hours. The Merchant’s customers (the “Buyers” and/or “Delsto App Users”/” User(s)”) may select Item(s) from the displayed search term(s)/listing(s) on the Delsto App.

4. Delivery

The “Delsto Web Dashboard” will be made available to the Merchant to access on-demand logistic services by Delivery Partners. For the sake of clarity, neither Delsto nor its affiliates provide any delivery or logistics services, but Delsto provides a platform for outlets like yours to connect with Delivery Partners for delivery services and to receive demand prediction, payment processing and related information services in connection with the sale of the Items. “Delivery Partner” is defined as an independent contractor who intends to provide on demand delivery services using Delsto’s proprietary technology platform under license from Delsto or one of its affiliates. Delsto will not have any obligation to deliver the Item(s) as a platform provider. For purposes of delivery of the Items, Delsto and the Delivery Partners shall operate (i) under cover of any approval, license or permission required to operate your business at the

Merchant Outlet and sell the Item(s) and (ii) under your control, as your agent (including but not limited to receipt agent of Item charges and based on your instructions, if applicable, apply the Item charges collected on your behalf towards disbursement of the fee payable by you to Delivery Partner), and not employee. For the sake of clarity, you, through the services provided by Delivery Partners, are responsible for the delivery of Items and you maintain possession, control and care of the Items at all times. You shall have marketable legal right and title to sell the products or render the services. You shall not offer any products or services which are illegal, unlawful, expired and in violation of applicable laws and policies. Delsto will not be liable for any damage or loss incurred by the Users in relation to the delivery of the Items and will follow reasonable guidance you provide regarding the delivery of the Items.

5. Availability of Item(s)

- 5.a. Item(s). Delsto will provide you reasonable advice regarding demand prediction, which you may use in connection with your determination of the quantity and type of Items made available via the Delsto App. You are fully responsible for quality, safety and delivery of the Items and you shall adhere to all applicable laws and regulations in relation to the preparation, provision, packaging and delivery of the Items. You will determine any quality, portion, size, ingredient or other criteria (including those of laws and regulations) that apply to the Items (“Criteria”) and you are solely responsible for ensuring that the Items meet such criteria when they are made available via the Delsto App. In the event of failing to provide Items that adhere to the Criteria (each, a “Substandard Item”), Delsto is under no obligation to make such Substandard Items available for sale via the Delsto App.
- 5.b. Taxes. You are responsible for determining and setting the retail price (“Retail Price”) for each Item and duly informing Delsto from time to time, including any Item discount(s)/discounts on offer from time to time. You shall be the “retailer” or “seller” of all Items for the purpose of any indirect tax (such as value added tax, sales tax, service tax, goods and services tax) (“Indirect Tax”) and the responsible party for collection and remittance of applicable Indirect Tax. For the sake of clarity, the Retail Price for each Item shall include Indirect Tax, as applicable. You undertake that all applicable taxes on item(s) & delivery would be deposited by you with the government treasury within stipulated timelines. Except as may be

expressly agreed in this Terms, each party shall be responsible for its expenses and costs during its performance under this Terms.

- 5.c. Item Inventory. You maintain title to all Item inventory until each Item is delivered to a User. You are responsible for the costs of all Items. Whenever a User wishes to avail Items or Service as identified by the App, Delsto will notify the Merchant Partner of the specifications and particulars of the order as is received from the User. Upon receipt of an order request from a User, the Merchant Partner shall keep ready the product or provide any service as required by the User. In the event the specifications are not sufficient for the Merchant Partner to process any order, the Merchant Partner must seek further information as required.
- 5.d. Notwithstanding these Terms, Delsto reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material breach or non-compliance by the Merchant Partner which includes, but is not limited to, the following instances:
 - (i). User/Buyer complaints received by Delsto which are directly or indirectly attributable to the quality of item(s) provided by the Merchant Partner either through poor ratings, as defined by Delsto, through calls placed with Delsto or through any other means;
 - (ii). Breach of the provisions of the Prevention of Cruelty to Animals Act, 1960 and and the rules and regulations, made thereunder, by Merchant Partner;
 - (iii). Breach of the representations and warranties of the Merchant Partner; or
 - (iv). Any other material breach of the terms.
 - Notwithstanding anything contained under this Terms, Delsto has the right to immediately delist any of the item(s) from the Platform, which is not in compliance with the Prevention of Cruelty to Animals Act, 1960 or the rules or regulations, made thereunder.
- 5.e. You are responsible for costs related to reimbursement to the Users in the event Users have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Merchant Partner, including but not limited to, User's expectations not being met or User dissatisfaction in relation to, *inter alia*, the quality of the Item(s), undelivered Item(s), discrepancy in the Item(s) delivered which is not in accordance with the Item placed and/or those Item(s) for which User requests for a replacement. ("Disputed Orders") Any such User(s) request a refund for any Item(s) (including, without limitation, any costs associated with retrieving any such Item(s), if applicable), for reasons that are considered

by Delsto in its sole discretion as reasonable, for (i) request by the Users of refund or (ii) acceptance by the Delivery Partner of the request. Delsto may deduct refunds from the payment made to you under these Terms.

- 5.f. It is clarified that Delsto shall not be liable to make any payment for a Disputed Order. Delsto shall reserve the right to recover from Merchant Partner, the amount paid to Users/Buyers as refund upto the order value.
- 5.g. In case of complaints from the User pertaining to item quality, or any other such issues, Delsto shall notify the same to Merchant Partner and shall also redirect the Buyer to the consumer call center of the Merchant. Merchant Partner shall alone be liable for redressing and bound to take action on the complaints by the User. Delsto has the right to share with the Merchant Partner, the relevant information including the Merchant details to enable satisfactory resolution of the complaint. Delsto shall in the interest of satisfactory resolution of the Complaint, share with the User, relevant information pertaining to the Order along with Merchant details.
- 5.h. Service Fee. In consideration for use of the Delsto App, Delsto will charge you a service fee as specifically set forth on each applicable Addendum as well as the Letter. All fees under these Terms shall be paid in Indian Rupees and are exclusive of any taxes, including Indirect Tax and withholding tax, if applicable.
- 5.i. Delsto does not guarantee that you will be matched with the Delivery Partner at the time you wish to be matched. Delsto shall not be liable for any failure to match.

6. Promotional Activities

- 6.a. Marketing. Delsto will each showcase the availability of the Items via the Delsto App through various promotional activities (e.g., our respective social media channels, websites, or blogs), as mutually agreed.
- 6.b. Marks. Subject to the terms and conditions of this Terms, each party hereby grants to the other party (and, in the case of Delsto, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use the such party's respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Addendum. For purposes of this Terms, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party's marks by the other party will be in the form and format specified or approved by the owner of such marks. Except as expressly set forth herein, neither party will use the other party's marks without the prior, express, written consent of the other party. All goodwill related to the use of a party's marks by the other party shall inure to the

benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights.

- 6.c. Publicity. Except as may be expressly set forth in this Terms or an applicable Addendum, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Terms or otherwise, without the prior written consent of such other party.
- 6.d. Privacy. “Personal Data” means any information obtained in connection with this Terms (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered “personal data” or “personal information” under the applicable law. Merchant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing the services contemplated by this Terms. Merchant shall maintain the accuracy and integrity of any Personal Data provided by Delsto in its possession, custody or control. Merchant agrees to retain Personal Data provided to Merchant by Delsto solely by using the software and tools provided by Delsto.

7. Non-Exclusive

We each acknowledge and agree that, unless otherwise stated in a Letter/Addendum, our relationship is non-exclusive.

8. Confidential Information

“Confidential Information” means any confidential, proprietary or other non-public information disclosed by one party (the “Discloser”) to the other (the “Recipient”), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Terms, the Discloser’s Confidential Information. Each Recipient will ensure that Confidential

Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are bound by written obligations of confidentiality at least as protective of the Discloser as this Terms before such individual has access to the Discloser's Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a legal obligation based on the applicable laws and regulations or order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in filing petition of objection etc. prior to making such disclosure. Upon expiration or termination of this Terms and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Confidential Information, together with all copies thereof in whatever form.

9. Representations and Warranties; Disclaimer

- 9.a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Terms and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term (as defined below) will not enter into, any Terms that would prevent it from complying with or performing under this Terms (in your case, including without limitation, any exclusive Terms with any third parties for the availability of item via a technology platform); and (d) the content, media and other materials used or provided as part of this Terms shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
- 9.b. The Merchant further represents and warrants that it will comply with all applicable laws and regulations in its performance of this Terms including, but not limited to, the Prevention of Cruelty to Animals Act, 1960

and rules and regulations made thereunder, including any law applicable to its engagement of Delivery Partners.

- 9.c. The Merchant further represents and warrants that the details of the tax registrations provided by the Merchant and Indirect tax to be levied on each item to be made available for sale via the Delsto App is as per Addendum II, forming integral part of this Terms. The Merchant further confirms and declares that the information provided in Addendum II and the copies of tax registrations, are true and correct, and assumes responsibility to intimate Delsto in case of any change in the provided information. The Merchant undertakes that all Indirect Tax applied on each Item and Delivery made available for sale via the Delsto App would be deposited with the Government Treasury within stipulated timelines.
- 9.d. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR PURPOSE OF THIS TERMS.

10. Indemnification

- 10.a. Indemnified Claims. Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, losses and expenses (including reasonable attorney’s fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (a) the negligence or wilful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Delsto and Delivery Partners to the extent they are your agents pursuant to Section 3) in their performance of this Terms; (b) any claims that the Indemnifying Party breached its representations and warranties in this Terms; (c) any claims that the Indemnifying Party’s Marks infringe a third party’s intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Delsto Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or wilful misconduct of Delsto or its employees, agents or Delivery Partners.

- 10.b. Procedure. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

11. Limits of Liability

For the purposes of this clause, "Liability" means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term under this contract. Delsto does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Delsto shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. However, Delsto will use its best endeavors to ensure that the unintentional operational errors do not occur, Delsto cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Delsto's aggregate liability under this Agreement and respective Terms of Use shall not exceed the total value of a Disputed Order.

12. Insurance

During the Term (as defined below) and for one (1) year thereafter, the Merchant shall maintain General Commercial Liability and, if required by law, Worker's Compensation (or substantially equivalent) insurance. The General Commercial Liability insurance policy limits shall be the greater of

(a) the limits required by applicable law or (b) the limits customarily maintained by companies in the merchant's industry, in India. All policies shall be written by reputable insurance companies in the jurisdiction. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the other party. Upon Delsto's request, the Merchant shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a Merchant under the Terms.

13. Term and Termination

Either Delsto or the Merchant Partner can terminate this contract providing 15 days' prior written notice to the other. Delsto shall delist the Merchant Partner at the end of the 15th Day. Upon termination in accordance with the terms hereof, Merchant Partner shall only be required to service Item(s) already placed through Delsto prior to such expiry or earlier termination of these Terms, and Delsto shall be entitled to receive Service Fee for such Item(s).

14. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Terms of Use or provided by law shall operate as a waiver thereof or affect that right, power or remedy. No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

15. Relationship

The Parties agree that nothing in this Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever

between the Parties or between the parties and its respective contractors / employees.

16. Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with Services, which the Parties are unable to settle within 30 days, shall be referred to arbitration by a sole arbitrator appointed mutually by both Parties. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The venue of the arbitration shall be Jalandhar and the arbitration shall be conducted in English language. Subject to the foregoing, the courts at Jalandhar shall have exclusive jurisdiction.

17. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

18. Notice

- All notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email to the address mentioned below:
- Delsto Private Limited
Room No.03 Arora PG Law Gate near Lovely Professional University
,Jalandhar, India(144411)

. 19.

If the Merchant Partner notices any discrepancy in the weekly settlement, the Merchant Partner may raise a ticket by writing an email to help.delsto@gmail.com and the same will be mutually resolved by both parties within 15 days from the date on which the ticket was raised.

20.

The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

21.

Any modification or amendment to this Terms shall be effective only if in writing and signed or sealed with print name by both parties. In the event any provision of this Terms is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Terms and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

22.

Any delay in or failure by either party in performance of this Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this

Terms. This Terms may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Terms, upon notice to the other party, to (a) an affiliate of Delsto (for Delsto), or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Terms shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in Section 3 above), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto. Each party shall be solely responsible for its employees and contractors used in connection with this Terms. This Terms contains the full and complete understanding and Terms between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and Terms, whether oral or written, relating such subject matter hereof. This Terms may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format or exchange by hard-copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

Addendum I

Special Terms

1. Reporting

Delsto will give you information regarding the number of Items picked up by Delivery Partners and sold by you to the Users pursuant to the Terms. The Merchant Partner shall maintain such documents to record the proof of delivery of product or performance of service. Without prejudice to the generality of the aforesaid, Merchant shall routinely and at such time intervals provide such reports and in such formats as may be specified by the Company.

2. Payment

- 2.a. Service Fee. In consideration for Delsto's lead generation, demand prediction, payment processing and other related services provided via the Delsto App under the Terms, Delsto will charge you a service fee, agreed under the Letter and reiterated under the Addendum II (exclusive of Indirect Tax and withholding tax, if any) on Item Value, as defined under the Letter or (the "Service Fee"). This Service Fee is charged as consideration for expediting the Users' orders via the Delsto App.
- 2.b. Goods and services tax ("GST"). Collection by Delsto from Users on your behalf would be subject to tax deduction or collection at source in accordance with the applicable GST laws.
- 2.c. Remittance. Delsto will remit to you the total (i) Item Payment (including any Indirect Tax collected on your behalf but reduced by the Service Fee, amounts remitted to Delivery Partners under your instructions and tax deduction/ collection at source) earned by you, (ii) less any refunds given to your customers or Users (such final remitted amount being the "Item Revenue").
- 2.d. Item Revenue received by Delsto from the User on behalf of the Merchant Partner will be settled into the Merchant Partner's bank account, details of which are set forth in Addendum II. Settlement of transaction payments shall be within the time period as set forth by the guidelines of the Reserve Bank of India, where applicable. The Merchant Partner agrees to provide such documents and information necessary or as may be sought by a payment facilitator or bank to enlist the Merchant Partner as a payee of Delsto. The Merchant Partner agrees that for this purpose, information about and provided by the Merchant Partner will be shared with a payment facilitator or bank.

3. Restrictions

Delivery Partners are independent service providers, and as such, they reserve the right to refuse to accept any item for delivery in their sole discretion. Any item that you do not have permission or license to sell or deliver may not be sold to Users.

ADDENDUM II

TAX DETAILS OF THE MERCHANT

1. Details of Tax Registrations

Details of Registration	Registration Number
Permanent Account Number	
Goods & Service Tax Registration	

2. Indirect Taxes to be levied on each Item enlisted on the Delsto App

Nature of Tax	Percentage Levy
Service Tax	
Value Added Tax	
Central Goods & Service Tax	
State Goods & Service Tax	
Integrated Goods & Service Tax	

3. Other Charges to be levied on each Item enlisted on the Delsto App

Nature of Charges	Percentage / Amount
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Packaging Charges	
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OTHER DETAILS

Name of Merchant Partner	
Effective Date	
Registered Address of the Merchant Partner	
Service Address, Email, Telephone numbers, User/Customer Complaint Redressal Number	
Merchant Partner contact person	
Service Fee	% of the Item Value.
Mode of Payment Settlement	
Bank Account details of the Merchant Partner	

Merchant Outlet Offer(s) and Sampling: Terms & Conditions

- 1. As a registered User, You understand that Delsto is merely a technology intermediary communicating a promotion on behalf of the Merchant and is not in any manner liable for the content hosted or otherwise the Offer extended through the Delsto App.
- 2. You acknowledge that the product is offered for sale or otherwise offered without any consideration, as the case maybe, by the Merchant and not Delsto.

- 3. You agree that any product/item procured/purchased by you from the Merchant shall be for your personal consumption.
- 4. All commercial/contractual terms are offered by and agreed to between User and Merchant(s) alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. Delsto does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.
- 5. Delsto does not make any representation or Warranty as to specifics (such as quality, value, saleability, etc.) of the products or services proposed to be sold or offered to be sold or purchased on the Delsto App. Delsto shall not be liable in case the product sold by the Merchant is unfit for use or faulty or rendered unfit during carriage of the same from the point of pick-up to the drop-off point.
- 6. Delsto does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular Merchant that You choose to deal with on the Delsto App and use Your best judgment in that behalf.
- 7. Delsto does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Delsto App. Delsto accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
- 8. Consistent with Delsto's Privacy Policy, Delsto may share your information with third parties to manage, expedite and improve the Delsto App services provided to you or otherwise to carry out specific service requests, including any other reason(s) as covered under the Privacy Policy acknowledged by you.
- 9. Delsto is not responsible for any non-performance or breach of any contract entered into between Users and Merchants. Delsto shall not and is not required to mediate or resolve any dispute or disagreement between Users and Merchants.
- 10. At no time shall Delsto hold any right, title or interest over the products nor shall Delsto have any obligations or liabilities in respect of such contract.
- 11. Delsto is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

- 12. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the Merchant that you transact with.

Cancellations

- As a general rule you shall not be entitled to cancel your order once you have received confirmation of the same. If you cancel your order after it has been confirmed, Delsto shall have a right to charge you cancellation fee of a minimum INR 20 upto the order value.