

## Terms & Conditions

Kindly read the following terms & conditions carefully which have been laid down herein as the use of the services offered is subject to your complete understanding, acceptance and compliance of these various clauses mentioned below:

### Definition:

The term "Moverdeal" or "Us" or "We" or the "Company" refers to the owner of the Web Site, Fedeltà Private Limited, a company incorporated under the Companies Act, 2013, its subsidiaries & affiliates, having its registered office at 12A/178A, First Floor, Dayanand Colony, Lajpat Nagar, New Delhi, India.

The term "You" or "User" or "Customer" or "Client" shall mean any individual or business entity/organisation that legally operates in India or in other countries and who/which is visiting the website, its contents and using the Services offered through the Website.

"Transporter(s)" or "Bidder(s)" or "Vendor(s)" or "Partners" or "Movers & Packers" or "Relocation Experts" or "Relocation Service Providers" means independent third party firms, companies, proprietorships, individuals, etc. which provide moving, packing, loading, unloading, transportation and other allied relocation or logistics services, which are under agreement with the Company to use the Web Site as a medium for lead generation and sale of their logistics services.

"Web Site" refers to the domain name owned and operated by the Company and includes domains namely; [www.moverdeal.com](http://www.moverdeal.com).

"Services" refers to the web based and mobile application based technology platform owned and operated by the Company, which enables the User to arrange and schedule logistics services as provided by the Vendor(s).

### Terms of Use:

- 1.1 The User acknowledges that the Company only owns and operates the Web Site and provides the Services as defined and is not in the business of providing moving, packing, loading, unloading, transportation and other allied relocation or logistics services.
- 1.2 The User acknowledges to use the Services as defined above, to request and schedule the moving, packing, loading, unloading, transportation and other allied relocation or logistics services provided by the Vendor(s), however, the User agrees that the Company has no responsibility or liability towards the User in relation to the transportation & logistics services being offered by the Vendor(s), through the use of the Services other than as expressly defined above.
- 1.3 Access and use of the Services constitute User's agreement to be bound by the terms & conditions laid herein, which establishes a contractual relationship between the User and the Company. In case the User does not agree to these terms & conditions, the User may not access or use the Services.

- 1.4 The terms & conditions set forth herein supersede any prior agreement(s) or arrangement(s) between the User and the Company and the Company reserves the right to immediately modify or terminate these terms & conditions or cease to offer or deny to offer the Services or any portion thereof, at any time for any reason.
- 1.5 The Company reserves the right to amend the terms & conditions laid down herein for the use of the Services from time to time. These amendments shall become effective from the time of posting of such amended terms & conditions by the Company at the Web Site. User's continued access or use of the Services after such an amended posting constitutes User's consent to such amendments.
- 1.6 Collection of personal information of the User(s) and its use in connection with the Services is as provided in the Privacy Policy located at the Web Site.

#### **User Eligibility:**

- 2.1 Use of the Web Site and the Services are available only to those individuals or business entities/ organisations who can form legally binding contracts under the applicable law. Therefore, the User(s) must not be a minor as per the Indian Law i.e. must be 18 years of age or above at the time of accessing the Web Site and using the Services.
- 2.2 In the event an individual is accessing the Web Site and using the Services as a representative of a Business Entities/ organisations, such a User(s) represents and warrants that he/she is duly authorized by the concerned business entity/organization to accept the terms & conditions set forth herein for the access of the Web Site and use of the Services and such an individual has an authority to bind the concerned business entity/organization to the terms & conditions set forth herein.

#### **User Account & Security:**

- 3.1 In the event of the User(s) intends to use the Services being offered at the Web Site, the User(s) may be required to register himself/herself prior to using the Services, by completing the required registration process. This shall include User(s) providing with updated, accurate and complete Name, Correspondence Address, Mobile Number and Email Address.
- 3.2 Upon providing such details as mentioned in para 3.1, the intelligent algorithm at the backend of the Web Site shall create a unique User Account, along with a unique User ID and Password, which shall be communicated to the User(s) through a system generated email as well as Short Messaging Service (SMS) addressed to the Email ID and Mobile number, respectively, provided by the User at the time of the registration. If the User intends he/she may change the system generated password by logging in at the Web Site through the system generated User ID and Password.
- 3.3 The User(s) represents and warrants that the unique User ID and Password as generated upon registration at the Web Site, is for the sole usage of himself/herself and under no circumstances shall transfer or make available these login credentials to others and also represents and warrants that the User(s) shall not use anyone else's login credentials to use the Services.

- 3.4 The User(s) represents and warrants that he/she shall use the login credentials only in accordance to the terms & conditions as laid herein.
- 3.5 The User(s) represents and warrants that under no circumstances he/she shall share his/her login credentials with others and is sole responsible for the security of these login credentials.
- 3.6 The Company shall ensure to employ the latest cyber security measures to ensure security of the personal information of the User(s). However, shall not be liable for any claims and liabilities of what so ever nature in the event of any cyber security breach.
- 3.7 In the event the User(s) notices any unauthorized access to his/her User Account, he/she shall immediately inform the Company of such an unauthorized access so that all necessary backend actions can be undertaken to ensure confidentiality of User information.
- 3.8 The Company undertakes that it is not in the business of selling of data and thus all the personal information of the User(s), i.e. Name, Address, Mobile Number and Email ID etc. of the User(s) shall remain confidential and shall only be shared with the Vendor(s) upon the successful completion of the booking in order to facilitate communication between the User(s) and Vendor(s) and easy execution of the services offered by the Vendor(s) to the User(s).
- 3.9 In case of User(s) who do not intend to use the Services offered by the Web Site on a regular basis, their User Account shall be deactivated 30 calendar days post the intended date of availing the services of the Vendor(s) and all the personal information related to such User Accounts shall be deleted from the Web Site database.
- 3.10 The Company reserves the right to refuse access to the Web Site, terminate accounts, remove or edit content any time without prior notice.

**Services Offered:**

- 4.1 All the commercial/contractual terms are offered by and agreed to between the Vendor(s) and the User(s) alone. The commercial/contractual terms include without limitation freight charges, packing & unpacking service, loading & unloading service, payment method, payment terms, date of availing the service from the Vendor(s), period of availing the service from the Vendor(s) and type of service availed from the Vendor(s) and neither the Company nor the Web Site 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 Vendor(s) and the User(s).
- 4.2 The User(s) agrees, understands and acknowledges that the Web Site is an Online Market Place or a Platform, that enables the User(s) to specify his/her moving, packing, loading, unloading, transportation and other allied relocation or logistics services, get bids for the same, negotiate with the Vendors, finalise the booking of the chosen Vendor and make either part or full payment through online payment option.
- 4.3 The User(s) agrees, understands and acknowledges that the Company or its Web Site does not directly or indirectly provide any moving, packing, loading, unloading, transportation and other allied relocation or logistics services and is a merely a facilitator and is not and cannot be a party to or control in any manner any transaction(s) on the Web Site.

- 4.4 The Company and the Web Site only provides various choices of Vendor(s) based on the transportation & logistics requirement and description of the User(s) as forwarded through the Web Site or in person to the Company representative i.e. "Surveyor". The Company and the Web Site offers an electronic platform where the User(s) selects and books a Vendor of one's own choice out of the list of Vendor(s) displayed on the Web Site based on the transportation & logistics requirement and description forwarded through the Web Site or in person to the Company representative i.e. "Surveyor".
- 4.5 The User may book any Vendor(s) from the list of Vendor(s) and the chosen Vendor shall initiate its transportation & logistics service. The entire process of collecting the description of the User's transportation & logistics requirement, providing list of Vendor(s), providing an electronic platform for receiving the bids from the Vendor(s) & negotiating with them through the Web Site, coordination between the User and the Vendor(s) shall accrue to be the Services (as defined above) provided by the Company and the Web Site and the User(s) shall be liable to pay the charges to the Company as per the "**Convenience/Internet Charges**" mentioned in **para 5.3.c**.
- 4.6 The Company or the Web Site may provide its suggestions and advise for the most suitable Vendor(s) based on the transportation & logistics requirements and description provided by the User(s). However, any decision to choose or book a Vendor(s) based on such suggestion or advisory is the sole responsibility of the User(s) and in no event or circumstances the Company or the Web Site shall be liable for any damages, loss, claims, litigation etc. arising out of such a decision. All such claims, loss, damages, litigations etc. are to be borne by the User(s) and the User(s) warrants to hold the Company and the Web Site harmless towards the same.
- 4.7 The Company or the Web Site is not responsible for any non-performance or breach of the contract entered into between the User(s) and the Vendor(s). Neither the Company nor the Web Site can and does not guarantee that the concerned Vendor(s) or the User(s) will perform any transaction/ booking concluded on the Web Site. Company shall not and is not required to mediate or resolve any dispute or disagreement between the Vendor(s) and the User(s).

**Payment Option:**

- 5.1 The User agrees, understands and acknowledges that the Company merely provides an online platform in the form of the Web Site used by the Vendor(s) to enter into transactions with the User(s).
- 5.2 The User(s) agrees, understands and acknowledges that the payment made through the online payment option on the Web Site or to the Company, he/she is in turn making the payment to the Vendor(s), which in turn is remitted to the Vendor(s) as per the term & conditions laid down herein.
- 5.3 The User(s) has the following options towards making the payment due to the Vendor(s) on confirming the booking made through the Web Site towards the transportation & logistics services offered by the Vendor(s) based on the requirements of the User.
- a. **Full Payment:** The User(s) may choose to make 100% or Full Payment to towards the final price agreed between the User(s) and the Vendor(s), in advance through the online

payment option available on the Web Site. Under such circumstances the Vendor(s) shall only be remitted 50% of the Full Payment amount and the balance 50% shall be remitted upon successful completion of the obligation of the Vendor(s) towards the transportation & logistics requirements of the User(s). The final invoice towards the receipt of the Full Payment shall be provided by the Vendor(s) to the User(s) upon completion of its obligation towards the transportation & logistics requirement of the User(s).

- b. Part Payment:** The User may choose to make 50% or 25% of the final price agreed between the User(s) and the Vendor(s), in advance through the online payment option available on the Web Site. Under such circumstances the entire Part Payment shall be remitted to the Vendor and the balance amount shall be payable in cash/Demand Draft/NEFT/RTGS by the User(s) to the Vendor(s) prior to the unloading of the goods and items transported by the Vendor(s) as per the requirement of the User(s). The final invoice towards the receipt of the Full Payment shall be provided by the Vendor(s) to the User(s) upon completion of its obligation towards the transportation & logistics requirement of the User(s).
- c. Convenience/Internet Charges:** The User(s) shall be liable to pay Convenience/Internet Charges towards the Services rendered by the Company and the Web Site as mentioned in **para 4.5** over and above the final price for each booking done through the Web Site. Convenience/Internet Charges shall be payable only through online payment option and no booking shall be confirmed without the payment of the Convenience/Internet Charges. The rate of the Convenience/Internet Charges shall be as per the table below.

All applicable statutory taxes & duties like GST or any other applicable taxes & duties, on the Convenience/Internet Charges shall be over and above the rates mentioned in the table below.

In case (upon mutual consent between the User and the Web Site/Company), the User chooses to only pay the Convenience/Internet Charges for confirming the booking, he/she shall be liable to pay at least 50% of the final price agreed between the User(s) and the Vendor(s) in cash/DD/NEFT/RTGS at the time of pickup of the good & items and the balance shall be payable upon the completion of the obligation by the Vendor(s) towards the transportation & logistics requirement of the User(s). The final invoice towards the receipt of the Full Payment shall be provided by the Vendor(s) to the User(s) upon receiving the balance payment.

Price	Convenience Charges
Less than equal to Rs. 5,000/-	/-
More than Rs. 5,000/- but less than equal to Rs. 10,000/-	/-
More than Rs. 10,000/- but less than equal to Rs. 15,000/-	/-
More than Rs. 15,000/- but less than equal to Rs. 25,000/-	/-
More than Rs. 25,000/- but less than equal to Rs. 35,000/-	/-

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**Applicable Convenience Charges on each booking**

- d. The Final Price as agreed between the User(s) and the Vendor(s) shall include all the applicable statutory taxes and duties like GST, Municipal Entry Tax, Octroi, Toll Tax, State Entry Tax etc. or any other taxes & duties as may be applicable.
- e. It may be noted that the goods shall only be released to the User(s) upon payment of the 100% of the Final Price as agreed between the User(s) and the Vendor(s). In case of any extra charges (if any) which were not envisaged earlier, at the time of booking, the same shall be paid as per the mutual agreement between the User(s) and the Vendor(s) and the Company or the Web Site shall not be liable for any claims arising out of such a transaction.

**User Obligations:**

- 6.1 The User(s) warrants and undertakes that any goods removed or stored under the confirmed booking by the Vendor(s), are owned by the User(s) or the User(s) has the complete and full rights, power and authority to allow such removal or storage. The User(s) shall indemnify the Vendor(s), the Company as well as the Web Site against any claims arising or expenses incurred as a result of any breach of this warranty.
- 6.2 The User(s) shall not give or insist the Vendor(s) any goods or items for packing, removal, storage or transportation which are or a likely to be of dangerous, corrosive, inflammable, explosive or damaging in nature or anything likely to be of vermin or bio hazardous in nature or anything goods or items considered illegal like narcotics, arms & ammunition, items of nuclear radiations or nuclear waste and which may require statutory permission for packing, removal, storage and transportation and which may require specialized handling for which the Vendor(s) is not qualified and authorised. The Vendor(s) reserves the right of refusal for packing, removal, storage and transportation of such goods and items and no claim shall arise from such refusal of service, by the Vendor(s) neither on the Vendor(s) nor on the Company or the Web Site.
- 6.3 The User(s) shall ensure that the cost of goods and items shall be as declared in the original invoice of the materials loaded. The quantity and quality of the goods and items loaded shall be as per the specifications declared by the Vendor(s) on the BILT/ LR/GR/CN. In case of wrong declaration in terms of Quantity or Size or Nature of goods and items, the Vendor(s) shall have the right to refuse the load or may charge extra based on the renegotiated Final Price at the time of loading. Under such an event the extra charges shall be payable by the User(s) to the Vendor(s) in cash and the Company or the Web Site shall not be liable for any claims arising out of such a transaction.
- 6.4 The User(s) shall pre notify the Vendor(s) as well as the Company if there is not a suitable or convenient access to the premises from which the goods and items are to be removed. The User(s) also warrants that the property to or from which the goods and items are to be removed or delivered is owned by the User(s) or the User(s) has the obtained all the necessary permits, approvals and authorization for the removal or delivery of the goods and items to enable the Vendor(s) to fulfill the obligation as per the transportation & logistics requirements of the User(s). The User(s) shall indemnify the Vendor(s), the Company and the Web Site in respect of

any loss, claim or damage suffered, brought against or caused by the Vendor(s) in entering upon such property with or without vehicle.

- 6.5 The User(s) warrants that unless agreed otherwise and unless the relevant provisions of the Carriage of Goods Act in that regard (where applicable) have been fully complied with, all goods and items will be transported and stored at owner's risk. The Company and the Web Site shall under no circumstances be under any liability for any loss of or damage to the goods, howsoever arising or caused, whether direct, indirect or consequential and whether or not the same was reasonably foreseeable or known by the Vendor(s) to be probable.
- 6.6 The User(s) agrees, understands and undertakes that it is his/her sole responsibility to arrange for an appropriate insurance for the goods and items to be transported by the Vendor(s). The Company and the Web Site make no representations and gives no advice regarding any aspect of the risk coverage, including its suitability or appropriateness of the insurance policy for the User(s) requirements, the terms of the insurance policy and exclusion or its cost. The User(s) warrants that he/she relies solely on his/her own judgment and skill in accepting the insurance policy on the terms offered by the insurance company and in no way the Company and the Web Site shall be held responsible for damages or losses arising out of inaccuracies or lack of judgment on the part of the User(s) in choosing the right insurance policy or in declaring the right value of the goods and items as the User(s) is solely responsible for declaring the right value of the goods and items to be transported. The User(s) is free to avail any insurance policy or risk coverage for the goods and items to be transported by the Vendor(s) and the Company and the Web Site in no way a part of such a transaction between the User(s) and the Vendor(s) towards the insurance policy or risk coverage.

**Web Site Access and User(s) Conduct:**

- 7.1 The User(s) agrees, understands and undertakes that the Company grants the User(s) a limited permission/license to access the Web Site. The User(s) warrants that he/she shall not download or modify the Web Site or any portion of it.
- 7.2 The User(s) warrants that he/she shall not resell or make commercial use of the Services offered on the Web Site.
- 7.3 The User(s) warrants that he/she shall not reproduce, duplicate, copy, sell, resell or exploit the Web Site or any portion of the Web Site for his/her commercial gains.
- 7.4 The User(s) warrants that he/she shall not use/copy any trademark, logo or any other propriety information including but not limiting to the text, content, images, form, page layout etc.
- 7.5 The User(s) agrees, understands and undertakes that he/she shall not use the Web Site in any way that may cause or in likely to cause, the Web Site or its access to be damaged, impaired or interrupted.
- 7.6 The User(s) warrants using the Web Site and its services for lawful purposes only and in no way shall conduct in a manner which may construe to be illegal as per the Law of the Land.
- 7.7 The User(s) warrants not to defame, abuse, promote racism, hatred, harass, stalk, threaten, upload sexually explicit content or ethnically objectionable material neither shall make any

derogatory, defamatory, inappropriate, profane or indecent statements, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or rights or is otherwise injurious to any third party or relates to or promotes money laundering or gambling or is harmful to minors in any way or impersonates another person or threaten the unity, integrity, security or sovereignty of India or friendly relations with the foreign states or objectionable or otherwise unlawful in any manner whatsoever or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam.

- 7.8 The User(s) warrant not to cause annoyance, inconvenience, or needless anxiety to any person or business entity/organization/ community.

### **Company Obligations:**

- 8.1 Cancellation Policy:** The User(s) may cancel the confirmed booking subject to the terms & conditions as enumerated below:

- a. In case the User(s) cancels the confirmed booking more than 3 calendar days prior to the pickup date, it shall attract no penalty and the Company shall refund the entire payment received at the time of the confirmation of the booking after deduction of the **“Convenience/Internet Charges”** in 10 working days from the date of receipt of request for cancellation.
- b. In case the User(s) cancels the confirmed booking less than 3 calendar days prior to the pickup date and has confirmed the booking by making payment for only the **“Convenience/Internet Charges”** the same shall be forfeited and no claims or refunds shall be entertained.
- c. In case the User(s) cancels the confirmed booking less than 3 calendar days prior to the pickup date and has confirmed the booking by advance payment towards the Final Price as per **para 5.3.a and para 5.3.b** the **“Convenience/Internet Charges”** shall be forfeited and an additional 10% of the Final Price shall be deducted as **“Cancellation Charges”** and the balance amount shall be refunded by the Company in 10 working days. No claims or refunds shall be entertained in addition to the amount refunded as detailed herein.

- 8.2 Postponement Policy:** The User(s) may postpone the confirmed booking subject to the terms & conditions as enumerated below:

- a. In case the User(s) postpones the confirmed booking, the User(s) shall be liable to inform the new pick up date with the Vendor(s) and the User(s) shall at the same time be liable to inform the change made in this respect to the Company. In no way shall the Company be responsible for rescheduling the pickup date.
- b. The right to accept the rescheduling of the pickup date at the Final Price shall lay with the Vendor(s) and under no circumstances the Company shall be responsible for any renegotiation of the Final Price (if applicable). The renegotiated Final Price if applicable shall be mutually agreed between the User(s) and the Vendor(s) and the Company or the Web Site shall not be a part of this renegotiation.



- c. In case the Vendor(s) refuses to fulfill its obligation to provide transportation & logistics services for a confirmed booking due to postponement of the pickup date, the booking shall be deemed cancelled and shall be governed by the term & conditions for cancellation as per **para 8.1** mentioned above. However, the User(s) shall have the obligation to inform the Company about such an event in timely manner.

**8.3** The Company and the Web Site shall not be responsible for any non-performance or breach of any contract entered into between the User(s) and the Vendor(s). The Company and the Web Site shall not guarantee that the concerned Vendor(s) and/or the User(s) shall perform any transaction concluded on the Web Site. The Company and the Web Site shall not and is not required to mediate or resolve any dispute or disagreement between the User(s) and the Vendor(s).

**8.4 Zero Liability:** In the event of non-performance of the transportation & logistics obligation by the Vendor(s), the User(s) cannot request compensation, for any reason including but not limited to any deficiency of service like loss of goods, delivery at wrong address, delay, damage to goods, unreasonable and unlawful request for compensation over and above entitled refund will not be entertained by the Company or the Web Site. The User(s) warrants that he/she shall not make the Company a party to any suit, application, complaint, appeal or any other proceeding before any court, forum, tribunal etc. for the deficiency of the services or any other issue done by the Vendor(s). The Company reiterates that the Web Site is a market place/ web platform to provide the User(s) various choices of Vendor(s) based upon the transportation & logistics requirements of the User(s). The Company reserves the right to terminate/suspend User(s) accounts for such User(s) without prior notice.

**Disclaimer:**

**9.1** The User(s) acknowledges and undertakes that he/she is accessing the Services on the Web Site and transacting at his/her own risk and are using his/her best and prudent judgment before entering into any transactions through the Web Site. The Company and the Web Site shall neither be liable nor responsible for any actions or inactions of the Vendor(s), nor any breach of conditions, representations or warranties by the Vendor(s), User(s), driver or any other party involved in the transaction and hereby expressly disclaim and any all responsibility and liability in that regard. The Company shall not mediate or resolve any dispute or disagreement between the User(s) and the Vendor(s).

**9.2** The Company further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose or legality of the Services listed or displayed or transacted or the content (including Service information and/or specifications) on the Web Site.

**9.3** While the Company has taken precautions to avoid inaccuracies in content, this Web Site, all content, information, software, services and related graphics are provided as is, without warranty of any kind. The Company and the Web Site do not implicitly or explicitly support or endorse the sale or purchase of any Services on the Web Site. At no time shall any right, title or interest in the

services sold through or displayed on the Web Site vest with the Company nor shall the Company have any obligations or liabilities in respect of any transactions on the Web Site.

**Indemnity:**

- 10.1** The User(s) shall indemnify and hold harmless the Company, the Web Site, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of the User's breach of these conditions of use or any document incorporated by reference, or the User's violation of any law, rule, regulations for the rights of the third party.
- 10.2** The User(s) hereby expressly release the Company and/or the Web Site and/or its affiliates and/or any of its officers and representatives from any costs, damage, liability or other consequence of any of the actions/ inactions of the Vendor(s) and specifically waiver any claims or demands that the User(s) may have in this behalf under any statute, contract or otherwise.

**Communications:**

- 11.1** The Company and the Web Site may communicate with the User(s) by Email, SMS, phone call or by posting notices on the Web Site or by any other mode of communication. For the contractual purposes the User(s) consent to receive communications including SMS, Email or phone calls from the Company with respect to the User's transactions or accounts.

**Force Majeure:**

- 12.1** The Company and the Web Site shall not be held responsible for any delay or failure to comply with the obligations under force majeure conditions that are beyond the Company's control.

**Wavier:**

- 13.1** If the User(s) breaches the terms & conditions laid herein and the Company take no action, the Company shall still be entitled to use our rights and remedies in any other situation where you breach these conditions.

**Jurisdiction & Arbitration:**

- 14.1** The User's use of the Web Site and any dispute arising out of such use of the Web Site is subject to the laws of India or other regulatory authority.
- 14.2** The User(s) and the Company hereby submit to the exclusive jurisdiction of the courts at Delhi, India without regard to its conflict of law provisions. If you have any questions about these terms, please write to us at support@moverdeal.com.