

MERCHANT TERMS AND CONDITIONS

Last Updated on 25th April 2024

These Terms and Conditions for usage of the MyRik Delivery App (*as defined below*) (“**Terms and Conditions**”) is published by Arohana Technologies Private Limited (CIN: U62099MH2023PTC404760) a company incorporated under the Companies Act, 2013 and having its registered office at 401 Bldg. No. B1, Boomerang, Equity Business Park CTS No.4, Mumbai-400072, India (“**MyRik**”) for providing the Services (*as defined below*) to Merchants (*as defined below*) listed on the MyRik Delivery App.

The Merchant shall be deemed to have accepted these Terms and Conditions on continuing to use the MyRik Delivery App. Upon such confirmation, these Terms and Conditions shall come into effect and be held to be a valid agreement between MyRik and the Merchant. By mere use of the MyRik Delivery App, the Merchant shall be deemed to have accepted these Terms and Conditions including the Privacy Policy (*as defined below*).

This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

1. Acceptance

- 1.1. Accessing, registering, transacting, or otherwise using the MyRik Delivery App and the Services, indicates the Merchant’s agreement and acceptance to all terms and conditions under these Terms and Conditions. By impliedly or expressly accepting these Terms and Conditions, the Merchant also accepts and agrees to be bound by:
 - 1.1.1. all of MyRik’s policies (including but not limited to the privacy policy available at <https://myrik.in/privacypolicy>, as amended from time to time) (“**Privacy Policy**”);
 - 1.1.2. any plan limits, product disclaimers, or other restrictions presented to the Merchant on the MyRik Delivery App; or
 - 1.1.3. the applicable Third Party Policies which are incorporated herein by way of reference.
- 1.2. By mere use of the MyRik Delivery App, the Merchant shall be contracting with MyRik and these Terms and Conditions including the Third Party Policies, as applicable, constitute the Merchant’s binding obligations with MyRik.
- 1.3. These Terms and Conditions shall be binding upon and inure to the benefit of the Merchant.
- 1.4. Notwithstanding anything stated herein, if the Merchant transacts on the MyRik Delivery App and/or avails services of TSPs on the MyRik Delivery App, it shall be subject to the Third Party Policies that are applicable for such transaction and/or use.

2. Registration Eligibility

Use of the MyRik Delivery App is available only to persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including minors, undischarged insolvents, persons of unsound mind are not eligible to use the MyRik

Delivery App. Any person under the age of 18 shall not register as a Merchant and shall not transact or use the MyRik Delivery App. MyRik reserves the right to terminate any Merchant's registration and/or refuse to provide such person with access to the MyRik Delivery App if it is brought to MyRik's notice or if it is discovered that such Merchant is not eligible to use the MyRik Delivery App.

3. Merchant's Account and Registration Obligations

- 3.1. Registration on the MyRik Delivery App is a pre-requisite for using the Services. MyRik requires the Merchants to provide MyRik with certain information in order to create an account ("**Merchant Account**") through a login ID and password. Only registered Merchants having a Merchant Account shall be provided access to the Services.
- 3.2. The Merchant Account shall only be created upon the Merchant providing all information as may be required using the computer systems and upon MyRik verifying the email ID and phone number provided by the Merchant on the MyRik Delivery App at the time of registration.
- 3.3. The Merchant shall at the time of registration provide the following details on the MyRik Delivery App (collectively referred to as "**Account Information**"):
 - 3.3.1. Merchant's full name;
 - 3.3.2. Merchant's shop address and registration details;
 - 3.3.3. Merchant's email address; and
 - 3.3.4. ten-digit mobile number.
- 3.4. Merchant shall be responsible for maintaining the confidentiality of the Account Information and shall be fully responsible for all activities that occur under its Merchant Account. The Merchant agrees to: (i) immediately notify MyRik of any unauthorised use of its Account Information or any other breach of security, and (ii) ensure that the Merchant exits from its Merchant Account at the end of each session. MyRik cannot and will not be liable for any loss or damage arising from the Merchant failure to comply with this Clause 3.4.
- 3.5. Merchant shall ensure that the Account Information provided by it at the time of creation of the Merchant Account is complete, accurate and up-to-date. Use of another Merchant's Account Information for accessing their Merchant Account is expressly prohibited. In case of furnishing of inaccurate information by the Merchant, MyRik shall be entitled and reserves the right to deregister and/or suspend/terminate the Merchant Account and/or take appropriate legal proceedings against the Merchant without prior notice.

4. Description of MyRik Delivery App and Services

- 4.1. The MyRik Delivery App allows every registered Merchant to place a Delivery Request on the MyRik Delivery App to avail Delivery Services subject to these Terms and Conditions.
- 4.2. Provision of Delivery Services
 - 4.2.1. The registered Merchant is eligible to place a Delivery Request on MyRik Delivery App for the delivery of their Package. The Package shall be picked up

from one specific location and shall be delivered to another location as per the details of the Delivery Request placed by the Merchant.

- 4.2.2. The Merchant agrees and acknowledges that they would arrange the facility to load and unload the Package to be delivered as per the Delivery Request placed on the MyRik Delivery App. The Driver's role shall be limited to the transportation of the Package from one location to another as per the Delivery Request placed on the MyRik Delivery App.
- 4.2.3. The Package shall be delivered on "as is" basis by the Driver and the Package shall be packed and loaded by the Merchant on the Vehicle of the Driver. MyRik shall not be held responsible for the state of the contents of the Package. The Merchant shall ensure that the Packages are placed in packaging which is proper, and adequate to withstand normal transportation and environmental hazards and in compliance with Applicable Laws.
- 4.2.4. The Merchant shall ensure that the weightage of the Package is within the permissible limit of the weightage as reflected on the MyRik Delivery App to be carried by the Vehicle under the Applicable Laws. A Delivery Request wherein the weightage of the Package exceeds such permissible limits may be rejected by the Driver.
- 4.2.5. Once the Driver has accepted the Delivery Request, the Merchant shall be allowed to cancel the Delivery Request only within the timelines specified by the MyRik Delivery App and reflected in the acknowledgment of the Delivery Request ("**Cancellation Period**"). In the event the Delivery Request is cancelled during the Cancellation Period, the Merchant will be entitled to a full refund of the Service Fees. Any request of cancellation from Merchant post completion of the Cancellation Period will attract cancellation charges to the Merchant. These charges will be computed as per MyRik's policies and communicated to the Merchant through the MyRik Delivery App.
- 4.2.6. MyRik may provide specific information to the Driver regarding the Merchant in relation to the Delivery Services, including but not limited to the Merchant's name, pickup location, photo, and contact information. Further, the Services shall share the location of the Merchant on a real time basis with the Driver.

4.3. Location-based Services

- 4.3.1. For the purpose of availing the Delivery Services, the Merchant explicitly agrees and acknowledges, that location information regarding the Merchant for receiving Delivery Services shall be monitored and traced through the MyRik Delivery App via GPS tracking. The pick-up and drop-off location entered by the Merchant to avail the Delivery Services shall also be disclosed to the Driver as the case may be, through the Services.
- 4.3.2. Information provided by the Merchant may be transferred or accessed by Persons across India. The Merchant expressly consents to MyRik's use of location-based services and the Merchant expressly waives and releases MyRik from any and all liability, claims, causes of action, or damages arising from Merchant's use of the Services or the MyRik Delivery App, or in any way relating to the use of the location-based services.
- 4.3.3. The location of the intended Delivery Request and/or the Merchant's location shall also be provided to the Driver via the MyRik Delivery App.

5. Service Fees, Invoicing and Payment Terms

5.1. Service Fees

- 5.1.1. As a part of the Services, MyRik will arrange for a third-party payment processor or mobile payment platform to process the fee of Delivery Services ("**Service Fees**").
- 5.1.2. The Service Fees shall be determined by MyRik on basis of the calculation of the distance covered by the Driver to complete the Delivery Services and shall be paid directly to MyRik. The Service Fees shall be communicated to the Merchant at the time of placing the Delivery Request. MyRik or its payment gateway shall hold the Service Fees till completion of the Delivery Services and Service Fees shall be deducted from the Merchant's account immediately upon fulfilment of the Delivery Request.
- 5.1.3. The Service Fees shall be set by MyRik at its sole discretion and may be subject to change on terms deemed fit by MyRik. The Merchant shall be responsible for any tax as applicable under the Applicable Laws including taxes relating to the Delivery Services.
- 5.1.4. MyRik operates, and the Merchant accepts, a system for receipts being issued by MyRik on behalf of the Merchant. The receipts, which are issued by MyRik to the Merchant, as the case may be, shall be sent in copy by email or made available on the MyRik Delivery App to the Merchant. The receipts may include specific information regarding the Merchant in relation Delivery Services provided, including but not limited to the Merchant's name, photo and contact information.

6. Use of the MyRik App

- 6.1. The Merchant agrees, undertakes, and confirms that its use of the MyRik Delivery App shall be governed by the binding principles contained herein below. The Merchant shall not host, display, upload, modify, transmit, update, or share any information that:
 - 6.1.1. belongs to another person and to which Merchant does not have any right to;
 - 6.1.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating, or encouraging money laundering, gambling, or otherwise unlawful in any manner whatever;
 - 6.1.3. is unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" under Applicable Laws;
 - 6.1.4. is misleading in any way;
 - 6.1.5. harasses or advocates harassment of another person;
 - 6.1.6. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - 6.1.7. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation

- unauthorized disclosure of a person's name, email address, physical address, or phone number) or rights of publicity;
- 6.1.8. provides instructional information about illegal activities such as making or buying illegal weapons or any other objects, violating someone's privacy, or providing or creating computer viruses;
 - 6.1.9. tries to gain unauthorized access or exceeds the scope of authorized access to the MyRik Delivery App, profiles, blogs, communities, Account Information, bulletins, or other areas of the MyRik Delivery App; or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
 - 6.1.10. interferes with another user's use and enjoyment of the MyRik Delivery App;
 - 6.1.11. contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data, or personal information;
 - 6.1.12. harms minors in any way; violates any law for the time being in force or impersonates another person;
 - 6.1.13. threatens the unity, integrity, defence, security, or sovereignty of India, India's friendly relations with foreign states, or public order; or causes incitement to the commission of any cognizable offence, prevents investigation of any offence, or is insulting any other nation;
 - 6.1.14. directly or indirectly, offers, attempts to offer, trades, or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any Applicable Law, rule, regulation, or guideline for the time being in force; or
 - 6.1.15. creates any liability for MyRik or causes MyRik to lose (in whole or in part) the services of TSPs for other clients or suppliers.
- 6.2. Merchant shall not use any "deep-link", "page-scrape", "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 MyRik Delivery App or any content, or in any way reproduce or circumvent the navigational structure or presentation of the MyRik Delivery App or any content, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the MyRik Delivery App. MyRik reserves its right to bar any such activity.
 - 6.3. Merchant shall not attempt to gain unauthorized access to any portion or feature of the MyRik Delivery App, any other systems, networks connected to the MyRik Delivery App, any server, computer, network, by hacking, password "mining", or any other illegitimate means.
 - 6.4. Merchant shall not make any negative, denigrating, or defamatory statement(s) or comment(s) about MyRik, the MyRik Delivery App, the brand name, or domain name used by MyRik; or otherwise engage in any conduct or action that might tarnish the image or reputation of MyRik or otherwise tarnish or dilute any of MyRik's trade, service

marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by MyRik. Merchant agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the MyRik Delivery App or MyRik's systems or networks, or any systems or networks connected to MyRik.

- 6.5. Merchant agrees not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the MyRik Delivery App or with any other person's use of the MyRik Delivery App.
- 6.6. Merchant may not forge headers or otherwise manipulate identifiers in order to disguise the origin or transmittal of any message the Merchant sends to MyRik on or through the MyRik Delivery App. Merchant may not pretend that it is, or that it represents someone else, or impersonate any other individual or entity.
- 6.7. Merchant may not use the MyRik Delivery App or any content for any purpose that is unlawful or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes the rights of MyRik and/or others.
- 6.8. Merchant shall be solely responsible for undertaking measures to: (1) prevent any loss or damage to his Merchant Account; (2) maintain independent archival or backup copies of any content posted on the Merchant Account; (3) ensure the security, confidentiality, and integrity of all Merchant Account transmitted through or stored on the TSP's servers.
- 6.9. Merchant acknowledges that MyRik is required to report cyber security incident related information with appropriate authority, such as their identity, location, friends, etc. and relevant data in connection therewith, which report may include data of the Merchants and their activities on the MyRik Delivery App.

7. Obligations of the Merchant

- 7.1. The Merchant shall ensure that the Delivery Services that it avails from the MyRik Delivery App for delivery is limited to the purpose of delivery of the Package only and no such Delivery Services are availed for any illegal or unlawful purposes which can be arise any liability to MyRik.
- 7.2. The Merchant shall treat the Drivers with all due respect at all times and not engage in any unlawful, threatening, harassing, abusive behaviour, and shall maintain the decency to not damage their Vehicle at the time of loading or unloading of the Package from such Vehicle.
- 7.3. The Merchant shall not cause any nuisance, annoyance, or inconvenience to the Drivers or any third parties including MyRik. They shall not misuse the MyRik Delivery App or attempt to defraud either MyRik, Drivers, or third parties.
- 7.4. Merchant shall ensure at all times that the Package to be delivered by the Driver as per the Delivery Request is legal, legitimate, and valid under the Applicable Laws and particularly not classified as "prohibited goods" under the Carriage of Goods by Road Act, 2007 where 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, any intoxicant, narcotics and psychotropic substances, or any other prohibited material or material for the transportation of which specific authorization/license is required under Applicable Laws. No illegal substances comprising the Package shall be allowed to be delivered through the Delivery Services provide by MyRik Delivery App. In the event it is discovered that the Merchant is placing Delivery Requests for delivery of Packages which constitute prohibited goods, MyRik shall at its sole discretion report such information to competent authorities and immediately terminate the Merchant's access to the Merchant Account and the Services.

- 7.5. MyRik shall not be held responsible in the event that any such Package brought any claims of illegality, liability not limited to any issues under the Applicable Laws against them. The Merchant shall indemnify MyRik against any such liability or claims arising out of the content of the Package.
- 7.6. The packaging of the Package shall be completed by the Merchant for delivery through MyRik Delivery App to ensure that the Package is not damaged on the way to delivery. MyRik holds no guarantee for the state of the contents of the Package to be delivered by the Merchant.
- 7.7. In the event of loss of a Package, the Merchant shall not have any right to withhold the payment of Service Fees.
- 7.8. The Merchant shall submit all documentation in relation to the Package including without limitation, all approvals, permits, prescriptions (if the Package is a medical product), and such other information as required to be displayed on the Package as handed over to the Driver or loaded onto the Vehicle.
- 7.9. The Merchant shall not indulge in any fraudulent activities including, but not be limited to intentionally falsifying information, create dummy/duplicate accounts for fraudulent purposes, manipulate the settings on a phone/any other device to prevent or impair the proper functioning of the MyRik Delivery App, abuse promotions and/or not use them for their intended purpose, dispute charges for fraudulent or illegitimate reasons, falsify documents, records, or other data for fraudulent purposes, or any other activity which is in contravention of Applicable Laws, is in violation of these Terms and Conditions.
- 7.10. If the receiver of the Package refuses to accept delivery, the Driver will try to contact the Merchant and return the Package to your location. The Merchant agrees to pay MyRik all costs and charges incurred for returning such Package which shall include a sum of 0.5% (Zero point Five percent) of the Service Fees as and by way of return charges.
- 7.11. The Merchant undertakes that it shall not permit any other Person who has an interest in the Package to bring a claim or action against MyRik arising out of the delivery. The Merchant shall indemnify MyRik against the consequences of such claim or action and the costs and expenses incurred by MyRik in defending such claim from a third party.

8. Disclaimer of Warranties

- 8.1. The Merchant acknowledges that the use of the Services is at its sole risk. MyRik disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability, and fitness of the Services offered.

- 8.2. MyRik shall not be responsible for any loss or damage, howsoever caused or suffered by the Merchant arising out of the use of the Services or due to MyRik's failure to provide the Services at all, for any reason whatsoever whether or not beyond the control of MyRik.
- 8.3. MyRik makes no guarantees, warranties, or representations as to the actions or conduct of any Drivers who may accept the Delivery Request. Responsibility for the decisions the Merchant makes regarding the Delivery Services (with all its implications) rests solely with the Merchant. Merchant agrees that it is the Merchant's responsibility to take reasonable precautions in all actions and interactions with any third party the Merchant interacts with through the Services and/or the MyRik Delivery App.
- 8.4. The Merchant understands, therefore, that by using the MyRik Delivery App and the Services that the Merchant may be introduced to third parties that may be potentially dangerous, and the Merchant's use of the MyRik Delivery App is at the Merchant's own risk. The Merchant acknowledges and agrees that it is at all times responsible and liable for the acts and omissions of their act in relation to the Delivery Services even if such act is not mandated by Applicable Law.
- 8.5. MyRik will not assess the suitability, legality, or ability of any such third parties the Merchant expressly waives and releases MyRik from any and all liability claims, causes of action, or damages arising from the Merchant's use of the MyRik Delivery App or Services, or in any way related to third parties introduced to the Merchant by the MyRik Delivery App and/or the Services. The Merchant expressly waives and releases any and all rights and benefits under Applicable Laws.
- 8.6. MyRik makes no representation that the MyRik Delivery App will be constantly available or available at all times. The Merchant agrees and acknowledges that the MyRik Delivery App is an online portal and is susceptible to downtimes, crashes, or other such technical issues for which MyRik shall not be responsible to the Merchant in any manner whatsoever. Nothing contained in the Terms and Conditions shall be deemed to be a warranty implied, or otherwise as to the availability of the MyRik Delivery App at all times.
- 8.7. The Merchant agrees and acknowledges that MyRik is not responsible for the continuous availability of any services from third parties and shall not be liable for any loss or damage which may be incurred by the Merchant as a result of such non-availability or as a result of any reliance placed by the Merchant on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such third parties.
- 8.8. The Merchant agrees and acknowledges that MyRik is merely facilitating the Services between the Merchants and the Driver. It is clearly and specifically understood and agreed between the parties that there does not and shall not exist at any point of time, during the course of the Merchant's usage of the MyRik Delivery App, an employer-employee relationship between the Merchant and MyRik and/or MyRik and the Drivers. Relationship of employer and employee was neither ever contemplated or is created by virtue of these Terms and Conditions either between MyRik and the Merchant or MyRik and the Driver.
- 8.9. MyRik is not responsible for fulfilling the Delivery Request placed by Merchants through the MyRik Delivery App. The responsibility for fulfilling the Delivery Request lies solely with the Driver. MyRik is merely facilitating the interactions between the Merchant and Driver through the Services. MyRik assumes no responsibility or liability to the Merchant in relation to the collection or delivery of the Package under a Delivery Request.

8.10. EXCEPT AS EXPLICITLY STATED IN THESE TERMS AND CONDITIONS, THE SERVICES AND THE ACCESS TO THE MYRIK DELIVERY APP ARE PROVIDED “AS IS,” AND MERCHANT’S USE OF THE SERVICES AND THE MYRIK DELIIVERY APP IS AT ITS OWN RISK. MYRIK (INCLUDING ANY THIRD-PARTY ASSISTING MYRIK IN PROVISION OF SERVICES) DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE PRACTICE. MYRIK DOES NOT WARRANT THAT THE SERVICES AND/OR THE MYRIK DELIVERY APP WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

9. Term, Termination, Suspension or Deletion of Merchant Account

9.1. These Terms and Conditions shall commence on the date of its electronic acceptance by the Merchant and remain in effect until terminated in the manner specified hereinbelow.

9.2. Suspension or deletion of Merchant Account by MyRik

MyRik reserves the right to suspend or delete the Merchant Account with immediate effect without any notice, if:

- 9.2.1. MyRik is required to do so;
- 9.2.2. the TSPs suspend or terminate the services being provided by them;
- 9.2.3. the Merchant provides an information, including Account Information and/or, Personal Information that is untrue, inaccurate, not current, or incomplete, or becomes untrue, inaccurate, not current or incomplete or if MyRik has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with these Terms and Conditions and MyRik may have the obligation to intimate the relevant TSPs of the same;
- 9.2.4. it is brought to MyRik’s notice or if it is discovered that the Merchant is not eligible to use the MyRik Delivery App and/or the Merchant Account;
- 9.2.5. it is brought to the attention of MyRik that the Merchant is offering or causing the delivery of Packages which constitute prohibited or dangerous goods as defined under Applicable Laws;
- 9.2.6. MyRik believes that the Merchant’s use of the Merchant Account may be in breach of Applicable Laws;
- 9.2.7. MyRik believes that the Merchant has committed a breach of these Terms and Conditions;
- 9.2.8. MyRik believes that the Merchant’s use of the Merchant Account may compromise and have an adverse effect on MyRik’s systems or networks; or
- 9.2.9. insolvency or bankruptcy of the Merchant.

9.3. Deletion of Merchant Account by Merchant

- 9.3.1. Merchant may at any time delete their Merchant Account.
- 9.3.2. Upon the Merchant selecting the option to delete their Merchant Account and confirming the same, the Merchant Account is deleted, and Merchant shall not be able to login or access their Merchant Account and the Services for any reason whatsoever.
- 9.3.3. Merchants are requested to ensure sufficient back-up of their content prior to deletion of their Merchant Account. However, it is clarified that the Merchant's Personal Information available with MyRik shall continue to be with MyRik, to enable compliance to the extent required under Applicable Laws and shall not be immediately deleted.

10. **Collection of Personal Data**

- 10.1. By using the MyRik Delivery App, the Merchant authorizes MyRik to collect information that can be used to identify or contact a single person (including but not limited to, name, contact preference, telephone number, mailing address, e-mail address, location tracking, etc.) ("**Personal Information**") and other non-Personal Information about the Merchant and use and/or disclose the same if MyRik believes that access, use, preservation, or disclosure of such information is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request including to law enforcement and in response to a court order, (b) detect, prevent, or otherwise address fraud, technical or security issues, (c) enforce applicable terms and conditions, including investigation of potential violations thereof, or (d) protect against harm to the rights or properties of MyRik, its users or the public as required or permitted by law, (e) to protect MyRik against third-party claims. MyRik may also provide and/or disclose such information to any other trusted businesses or persons for the purpose of processing Personal Information on behalf of MyRik. MyRik shall however, not be liable for any misuse of any Personal or non-Personal Information of the Merchant by any TSP.
- 10.2. Merchant agrees that the information provided on the MyRik Delivery App may be stored, processed, and transmitted manually/electronically by MyRik. MyRik also agrees to provide accurate information on the MyRik Delivery App and shall be liable for any damages and disputes arising due to the inaccuracy of the information.

11. **Copyright, Trademark and Restrictions**

- 11.1. All material of, or contained on the MyRik Delivery App, including but not limited to text, design, graphics, interfaces, artworks or computer code(s) and the selection, structure, co-ordination, expression, the look, feel, and arrangements of the content on the MyRik Delivery App (hereinafter referred to as "**Materials**"), images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights are properties either owned by or licenced to MyRik. The names including website are owned by or licensed to MyRik and logos and all related product and service names, design marks and slogans are the trademarks or service marks of MyRik its affiliates, its partners, or its suppliers. The use of the Materials or any other content on the MyRik Delivery App, except as provided in these Terms and Conditions, is strictly prohibited.
- 11.2. Merchant must not sell or modify the content of this MyRik Delivery App or copy, reproduce, display, publicly perform, republish, upload, post, transmit, distribute, or otherwise use such material in any way, including by email or other electronic means

and whether directly or indirectly and also, the Merchant must not assist any other person to do so, for any public or commercial purpose.

- 11.3. A single copy of the Materials may be downloaded or otherwise copied from the MyRik Delivery App for the Merchant's own personal, non-commercial use only, provided however, that all copyright and other proprietary notices are kept intact. Any further copying, reproduction, publication, posting, transmission, or distribution of any part of the MyRik Delivery App in any way is strictly prohibited. Except as provided herein, no license or right, express, or implied, is granted to any person under any intellectual property right. Modification of the Materials or use of the Materials for any other purpose is a violation of copyright and other proprietary rights of MyRik.

12. Third Party Software

- 12.1. MyRik reserves the right to modify, change, or discontinue any Third Party Software at any time, and Merchant agrees to cooperate in performing such steps as may be necessary to install any updates to the Third Party Software. The Third Party Software is neither sold nor distributed to the Merchant, and the Merchant may use the Third Party Software solely as part of the Services. Merchant may not use the Third Party Software outside of the Services.
- 12.2. MyRik may provide Merchant's Personal Information to the TSPs only to the extent as required to provide the Third Party Software. Merchant acknowledges and agrees that Merchant's use of the Third Party Software is subject to MyRik's agreement(s) with the TSPs.
- 12.3. In addition, if the Third Party Software is accompanied by or requires consent to a service or license agreement from the TSPs, Merchant's use of the Third Party Software is subject to such service or license agreement. Merchant may not download, install, or use any Third Party Software that is accompanied by or requires consent to a service or license agreement from a TSPs, unless the Merchant first agrees to the terms and conditions of such service or license agreement.
- 12.4. Merchant may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Third Party Software. Merchant may not reverse engineer, decompile, or disassemble the Third Party Software, except and only to the extent that such activity is expressly permitted by Applicable Laws.
- 12.5. Merchant acknowledges and agrees that MyRik and/or the TSPs make no representations or warranties about any Third Party Software offered in connection with the Services, and expressly disclaims any liability or damages (whether direct, indirect, or consequential) arising from the use of the Third Party Software.
- 12.6. Merchant acknowledges and agrees that any Third Party Software will be supported by MyRik and not by the TSPs.

13. Services provided by TSPs and TSP's policies

- 13.1. The MyRik Delivery App and Merchant Account may contain components of services provided by TSPs.
- 13.2. This MyRik Delivery App and Merchant Account may contain links to the programming interface of the third parties, which may take over from the Merchant and link the Merchant to the portal of such third parties to process Merchant request and complete the services.

- 13.3. Any access to and use of such linked services or programming interface is not governed by these Terms and Conditions, but instead shall be governed by the policies of those TSPs. MyRik shall not be responsible for the information practices of such TSPs.
- 13.4. Merchant Account may include or link to services that are being provided by third parties (“**Third Party Services**”). Merchant’s use of such Third Party Services shall be governed by the terms and conditions of use and privacy policy applicable to the corresponding TSPs.
- 13.5. Notwithstanding the generality of the above, Merchant agrees that the MyRik Delivery App and Merchant Account allows the below mentioned TSPs to have access to and connect to the MyRik Delivery App and/or Merchant Account, and in light of the same, the Merchant shall also be bound by the applicable policies of such TSPs, to the extent applicable and the same shall be deemed to be incorporated herein. The links to a few of such policies are provided below for Merchant’s ease of reference:

13.5.1. <https://policies.google.com/privacy>

Merchants are required to read, understand, and agree to the same.

- 13.6. MyRik does not screen or investigate Third Party Services before or after including/linking it to the MyRik Delivery App and/or Merchant Account. Further, MyRik may in its sole discretion and without any obligation, verify any updates, modifications, or changes to any Third Party Services included/linked to the Merchant Account, wherever deemed appropriate by MyRik, but shall not be liable for any delay or inaccuracies related to such updates.
- 13.7. MyRik does not endorse any advertising, products, or other materials on or available from such TSPs and assumes no responsibility or liability for any Third Party Services. Third Party Services does not reflect the views of MyRik or that of MyRik affiliate companies, branches, employees, officers, directors, or shareholders.

14. Limitation of Liability

- 14.1. IN NO EVENT SHALL MYRIK, ITS AFFILIATES, GROUP COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, BE LIABLE TO THE MERCHANT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ANY THAT MAY RESULT FROM: (I) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (II) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF MYRIK’S SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THE MYRIK DELIVERY APP OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE MYRIK DELIVERY APP, (V) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THE MYRIK DELIVERY APP OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE MYRIK DELIVERY APP, (VI) ANY CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, “X-RATED”, OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (VII) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF MERCHANT’S USE OF THE MYRIK DELIVERY APP OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY

OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE MERCHANT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 14.2. Notwithstanding anything contained in this Terms and Conditions or elsewhere, MyRik shall not be held responsible for any loss, damage, or misuse of the Merchant's Personal Information, if such loss, damage, or misuse is attributable to a Force Majeure Event. For the purposes of this Terms and Conditions, a "**Force Majeure Event**" shall mean any event that is beyond the reasonable control of MyRik and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, epidemic, pandemic, civil commotion, strikes, lockouts, or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, and any other similar events not within the control of MyRik and which MyRik is not able to overcome.
- 14.3. At any time if MyRik believes that the Services are being utilised by the Merchant in contravention of these Terms and Conditions, MyRik shall have the right to forthwith remove/block/close the Merchant Account and furnish such details about the Merchant to competent authorities.
- 14.4. Subject to the above and notwithstanding anything to the contrary contained in these Terms and Conditions, the maximum aggregate liability (whether in contract, tort (including negligence) or equity) of MyRik *vis-à-vis* any Merchant, regardless of the form of claim, be INR 100/- (Rupees One Hundred only).
- 14.5. The foregoing limitations of liability will apply to the fullest extent permitted by law, notwithstanding the failure of essential purpose of any limited remedy herein and shall survive any termination or expiration of this Terms and Conditions or Merchant's use of the MyRik Delivery App.

15. Remedy

Termination or expiration of these Terms and Conditions, in part or in whole, shall not limit MyRik from pursuing other remedies available to it, nor shall MyRik be liable to the Merchant for any damages resulting solely from termination as permitted herein.

16. Indemnity

- 16.1. The Merchant shall indemnify and hold harmless MyRik, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty, and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of: (i) any breach or alleged breach by the Merchant of the Terms and Conditions; (ii) any harm to the reputation and goodwill of MyRik; (iii) any claim of violation of intellectual property of a third party by Merchant's usage of the Services in a manner not permitted under these Terms and Conditions; (iv) Merchant's misconduct or unauthorized access to data on the MyRik Delivery App or permitting in any way by the Merchant the transfer of such data to the competitors of MyRik; (vii) breach of Applicable Laws; (viii) claims by a competent authority for fines, penalties, sanctions, or other remedies, notices, inspections, inquiry, or any investigation arising from or in connection with any Packages delivered under a Delivery Request that are in violation of applicable laws; (ix) any claim made by the Merchant's customers/end users of the Package in relation to the contents of the Package; and/or; (x) fraud, negligence, and misconduct of the Merchant.

- 16.2. MyRik does not and will not assess nor monitor the suitability, legality, ability, of any Drivers and Merchant expressly waives and releases MyRik from any and all liability, claims or damages arising from or in any way related to the Delivery Services. MyRik will not be a party to disputes, negotiations of disputes between Merchant and the Driver. Responsibility for the decisions the Merchant makes regarding the Services and/or the MyRik Delivery App (with all its implications) rests solely with and on Merchant. The Merchant expressly waives and releases MyRik from any and all liability, claims, causes of action, or damages arising from Merchant's use of the Services, the Delivery Services and/or the MyRik Delivery App, or in any way related to the Drivers introduced by the Delivery Services and/or the MyRik Delivery App.
- 16.3. The Merchant shall be liable to indemnify and hold MyRik harmless against all damages, losses, costs, and expenses incurred by MyRik as a consequence of any complaint from any third parties/Drivers received by MyRik with respect to the Merchant.
- 16.4. IN NO EVENT WILL MYRIK BE LIABLE FOR ANY, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE TO THE MERCHANT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

17. Applicable Law

The Terms shall be governed by and interpreted and construed in accordance with the laws of India.

18. Jurisdiction and Dispute Resolution

Any dispute or disagreement arising out of these Terms and Conditions including but not limited to issues relating to the rights and liabilities of both the Merchant and/or MyRik, interpretation of these Terms and Conditions, and all such other issues arising out of these Terms and Conditions shall be subject to the jurisdiction of the courts at Mumbai.

19. Grievance Officer

- 19.1. In accordance with Information Technology Act 2000 and rules made thereunder and the Consumer Protection Act, 2019 and the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer are provided below:

Name: Mr. Yatish Gupta

Designation: Chief Grievance Officer

Email: yatish@myrik.in

Timings: Monday to Friday (9:00 AM to 6:00 PM) (on all working days)

- 19.2. In the event of any complaint or any issue raised by the Merchant, the same shall be acknowledged and redressed by the Grievance Officer within the timelines specified under Applicable Laws.

20. Miscellaneous

- 20.1. Certain terms may be defined in these Terms and Conditions and wherever such terms are used in these Terms and Conditions, they shall have the meaning so assigned to them.

- 20.2. For the purpose of these Terms and Conditions words importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- 20.3. The titles and headings of these Terms and Conditions are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein.
- 20.4. Each covenant and agreement in these Terms and Conditions shall be construed for all purposes to be a separate and independent covenant or agreement.
- 20.5. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms and Conditions to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms and Conditions shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.
- 20.6. Throughout these Terms and Conditions, MyRik's prior written consent means a communication coming from MyRik's legal department, specifically in response to the Merchant's request, and specifically addressing the activity or conduct for which the Merchant seeks authorization.

20.7. Modification

20.7.1. When the Merchant avails the Services, Merchant will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into these Terms and Conditions and shall be considered as a part of these Terms and Conditions. MyRik reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms and Conditions, at any time without any prior written notice to the Merchant. It is the Merchant's sole responsibility to review these Terms and Conditions periodically for updates or changes. The Merchant's continued use of the MyRik Delivery App following the posting of changes shall be deemed to mean that the Merchant accepts and agrees to the revisions. As long as the Merchant complies with these Terms and Conditions, MyRik grants the Merchant a personal, non-exclusive, limited privilege to enter and use the MyRik Delivery App.

20.7.2. In addition, MyRik may occasionally notify Merchant of changes or modifications to these Terms and Conditions by email. It is therefore very important that the Merchant keep Merchant's Account Information, including Merchant's email address, updated. MyRik assumes no liability or responsibility for Merchant's failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

21. **Glossary**

For the purposes of these Terms and Conditions, the following terms shall have the meaning ascribed to them below:

- (i) **"Applicable Laws"** shall include all laws, statutes, ordinance, regulations, guidelines, policies, and other pronouncements having the effect of law of all or any applicable jurisdictions by state, municipality, court, tribunal, government,

ministry, department, commission, arbitrator or board or such other body which has the force of law within the territory of India.

- (ii) **“Delivery Services”** shall mean the services of pick-up and delivery of Packages provided by the Driver to Merchants through the MyRik Delivery App.
- (iii) **“Delivery Request”** means any request placed by the Merchant for availing Delivery Services on the MyRik Delivery App.
- (iv) **“Driver”** shall mean the independent persons registered on the MyRik Driver App to provide Delivery Services to Merchants and have completed all onboarding formalities as required by MyRik.
- (v) **“Merchant”** shall mean the shop owner who is availing Delivery Services through the Services.
- (vi) **“MyRik Delivery App”** shall mean a computer program designed to run on smartphones and tablets i.e., a mobile application available at URL - <https://play.google.com/store/apps/details?id=com.arohana.myrick.merchant>.
- (vii) **“MyRik Driver App”** shall mean a computer program designed to run on smartphones and tablets i.e., a mobile application available at URL - <https://play.google.com/store/apps/details?id=com.arohana.myrick.driver>.
- (viii) **“Package”** means the goods delivered by the Driver under the Delivery Services the particulars of which are specified by the Merchant in the Delivery Request.
- (ix) **“Services”** means the provision of a technology platform by the name of “MyRik” providing access to its users for availing Delivery Services and includes access to the MyRik’s mobile app and related support services as may be updated or modified from time to time.
- (x) **“Third Party Policies”** shall mean these Terms and Conditions (*as amended, modified, or restated from time to time*) read with policies of TSPs (*as defined below*), including but not limited the Third Party Policies enumerated under Clause 13 of these Terms and Conditions.
- (xi) **“Third Party Software”** shall mean any software or application developed or owned by a TSP that MyRik may contract from time to time.
- (xii) **“TSPs”** shall mean, third party service providers, as applicable, whose services are used in addition to or in conjunction with the Services.
- (xiii) **“Vehicle”** means a special purpose battery operated vehicle having three wheels and intended to provide last mile connectivity for transport of passengers and for carrying goods for hire or reward.

	I have read, understood, and accepted the Terms and Conditions
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