

Welcome to Hasslefree Luggage. If you continue to browse and use our app/website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Hasslefree Luggage Private Limited's (Owner of Hasslefree Luggage) relationship with you in relation to this app/website and the Service (as described below)

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

DEFINITIONS

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

- "We", "us", "our", "Carrier", "Hasslefree Luggage" shall refer to Hasslefree Luggage Private Limited's (Owner of Hasslefree Luggage), its employees, authorised agents and its independent contractors and the entities that carry or undertake to carry the consignment hereunder or perform any other services incidental thereto on its behalf.
- "You", "your", "consignor" shall refer to the sender, consignor or consignee of the Consignment, holder of this Consignment Note, receiver and owner of the contents of the Consignment or any other party having a legal interest in those contents, as the case may be.
- "Carriage" means and includes the whole of the operations and services undertaken by us in connection with the Consignment.
- "Consignment" means any luggage, package, parcel which is or are given to and accepted by us for carriage under our Consignment Note.
- "Dangerous Goods" means goods classified as dangerous as per ICAO T.I., IATA DGR, IMDG-Code, ADR or other national regulations for transport.
- "Delivery" means the tender of the consignment to the consignee or intimation about the arrival of the consignment.
- "Prohibited Items" means any goods or materials, the Carriage of which is prohibited by any law, rule or regulation of India.
- "Receiver" or "Consignee" shall refer to the recipient or addressee or the consignee of the Consignment.

USER(S) ELIGIBILITY

User(s) means any individual or business entity/organization that legally operates in India or in other countries, uses and has the right to use the Services provided by Hasslefree Luggage. The Services provided by Hasslefree Luggage is a technology based service which enables the delivery of luggage of customers for a point to point service, or for time and usage based service within Delhi NCR as per the booking request by the customers, through the internet and / or mobile telecommunications devices. Our Services are available only to those individuals or companies who can form legally binding contracts under the applicable law. Therefore, user(s) must not be a minor as per Indian Law; i. e. user(s) must be at least 18 years of age to be eligible to use our Services.

Hasslefree Luggage advises its users that while accessing the web site, they must follow/abide by the related laws. Hasslefree Luggage is not responsible for the possible consequences caused by your behaviour during use of web site. Hasslefree Luggage may, in its sole discretion, refuse the service to anyone at any time.

USER(S) AGREEMENT

This agreement applies to user(s) if user(s) are visitors, registered - free or paid user(s) who access the web site for any purpose. It also applies to any legal entity which may be represented by you under actual or apparent authority. User(s) may use this site solely for their own personal or internal purposes.

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

AMENDMENT TO USER(S) AGREEMENT

Hasslefree Luggage may change, modify, amend, or update this agreement from time to time without any prior notification to user(s) and the amended and restated terms and conditions of use shall be effective immediately on posting. If you do not adhere to the changes, you must stop using the service. Your continuous use of the Services will signify your acceptance of the changed terms. User(s) shall also be bound by any amendment made in any policy or agreement from time to time, referred to in this Terms of Service.

INTELLECTUAL PROPERTY RIGHTS

Hasslefree Luggage is the sole owner or lawful licensee of all the rights to the web site and its content. Web site content means its design, layout, text, images, graphics, sound, video etc. The web site content embody trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the web site and its content shall remain with Hasslefree Luggage, its affiliates or licensor's of Hasslefree Luggage content, as the case may be.

All rights, not otherwise claimed under this agreement or by HasslefreeLuggage.in, are hereby reserved. The information contained in this web site is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use. Hasslefree Luggage does not represent or endorse the accuracy or reliability of any information, or advertisements (collectively, the "content") contained on, distributed through, or linked, downloaded or accessed from any of the Services contained on this web site, or the quality of any products, information or other materials displayed, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the Service.

We accept no responsibility for any errors or omissions, or for the results obtained from the use of this information. All information in this web site is provided "AS IS " with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. Nothing herein shall to any extent substitute for the independent investigations and the sound technical and business judgment of the user(s). Hasslefree Luggage's liability in connection with your shipment is limited to the lesser of your actual damages of Rs. 10000, unless you declare a higher value prior to

your shipment, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional Rs, 10000 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance. In no event shall Hasslefree Luggage be liable to user for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or this user agreement, regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of Hasslefree Luggage. Additional value must be declared prior to the shipment retrieval date.

Hasslefree Luggage reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in any portion of the Service or the app/website.

Trademark

All related icons and logos are registered trademarks or trademarks or service marks of Hasslefree Luggage in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

Copyright

All content on this web site is the copyright of Hasslefree Luggage except the third party content and link to third party web sites on our app/website.

Systematic retrieval of Hasslefree Luggage content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Hasslefree Luggage is prohibited.

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

LINKS TO THIRD PARTY SITES

Links to third party sites are provided by web site as a convenience to user(s) and Hasslefree Luggage has not have any control over such sites i.e content and resources provided by them.

Hasslefree Luggage may allow user(s) access to content, products or Services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such Third Party's web site. You are cautioned to read such sites' terms and conditions and/or privacy policies before using such sites in order to be aware of the terms and conditions of your use of such sites. Hasslefree Luggage believes that user(s) acknowledge that Hasslefree Luggage has no control over such third party's site, does not monitor such sites, and Hasslefree Luggage shall not be responsible or liable to anyone for such third party site, or any content, products or

Services made available on such a site. User(s) shall review Hasslefree Luggage's Privacy Policy and abide by Hasslefree Luggage's Privacy Policy at the time of the User(s) interaction with Hasslefree Luggage, with respect to and concerning any information and data.

TERMINATION

Most content and some of the features on the web site are made available to visitors free of charge. However, Hasslefree Luggage reserves the right to terminate access to certain areas or features of the web site at any time for any reason, with or without notice. Hasslefree Luggage also reserves the universal right to deny access to particular users to any/all of its Services without any prior notice/explanation in order to protect the interests of Hasslefree Luggage and/or other visitors to the web site. Hasslefree Luggage reserves the right to limit, deny or create different access to the web site and its features with respect to different user(s), or to change any of the features or introduce new features without prior notice.

TERMS & CONDITIONS FOR USE OF OUR SERVICE

The following Terms & Conditions shall apply to customers utilising the Services offered by the Company for the delivery of their luggage or goods:

The customer shall pay the fare (as agreed), additional night surcharge (where applicable) and any fee or levy presently payable or hereinafter imposed by the law or required to be paid for availing of the delivery Services. The customer shall show the legal ID proof(excluding PAN card) to use the service before handing over their luggage to the delivery person of Hasslefree luggage. We will deliver the luggage to the person whose ID proof is with us. In some scenario, if the person showing their ID proof wants to deliver it to some other person then the customer needs to sign the NOC(no objection certificate) provided by us.

The Customer shall indemnify Company from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims, demands, actions and proceedings which Company may incur or sustain directly or indirectly from or by any reason of or in relation to the use or proposed use of the Services by the Customer and shall pay such sums on demand on the Company.

The Company is hereby authorized to use the location based information provided by any of the telecommunication companies when the Customer uses the mobile phone to make a luggage delivery booking. The location based information will be used only to facilitate and improve the probability of locating a luggage of the Customer.

The Company shall be entitled to disclose to all companies within its group, or any government body as so required by the law or by directive or request from any government body, the particulars of the Customer in the possession of Company in any way as Company, in its absolute discretion, deems fit or if it considers it in its interests to do so.

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

In case of lost items inside the Company during the journey, Company will try to locate the items on a "best-effort" basis, however, if it is still not traceable we provide theft warranty of Rs. 10000 to the customer. Hasslefree Luggage aggregates its vehicles for the purposes of providing services.

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

The Company shall not be liable for any conduct of the drivers. However, the Company encourages you to notify it of any complaints that you may have against the driver that you may have hired using the Company's Services.

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

All the calls made to the Company's call centre are recorded by the Company for quality and training purposes. In the event You place a query on our app/website including query with respect to our Services, applicable fees or terms of Service, You hereby expressly agree to consent to receive our responses, whether by way of telephonic calls or electronic mail, to such query and all related information with respect to our Services. For removal of doubts, related information shall include without limitation any marketing and/or commercial information. You understand and agree that such information shall in no event qualify as unsolicited commercial communication under the Telecom Unsolicited Commercial Communications Regulations, 2007 and/or due to disclosure of such information, our telephone numbers shall not qualify to be registered under the 'National Do Not Call Register' or the 'Private Do Not Call Register' in accordance with the Telecom Unsolicited Commercial Communications Regulations, 2007 or any other applicable law.

Cancellation Policy: All cancellations made 15 mins after the booking will incur a cancellation fee of Rs 50. Cancelling four bookings after driver allocation in a day will temporarily block your account for a period of 24 hours. Your account will be activated automatically post that. Figures are subject to change on owner discretion. In case of no show by the customer, the booking payment is not refundable. Also, there would be extra charge to return the luggage at the address provided by the customer.

CONFIDENTIALITY

User(s) shall not disclose any information received under the contract of service with Hasslefree Luggage to any third party. Access to any information which pertains to business of Hasslefree Luggage shall be kept confidential to the extent it might adversely impact Hasslefree Luggage's business. User(s) shall be liable to indemnify Hasslefree Luggage against any loss of business or reputation due to the act of the user(s).

DISCLAIMER

All vehicles registered with the Company are continuously tracked using mobile technology for security reasons only.

The Company have right to use the customer contact information for its own marketing purposes. The Company may send regular SMS updates to the mobile numbers registered with it.

The courts of Delhi, India shall have the sole and exclusive jurisdiction in respect of any matters arising from the use of the Services offered by Company or the agreement or arrangement between Company and the Customer.

YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS

By giving us your consignment you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has an interest in the consignment or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your consignment or perform other services as well as our employees, directors and agents. Only one of our authorised officers may agree to a variation of these terms and conditions in writing. When you give us the consignment with oral or written instructions that conflict with our terms and conditions we shall not be bound by such instructions.

YOUR OBLIGATIONS

- You warrant, undertake and guarantee to us:
 - We are authorised to deliver the goods at the address mentioned on the Consignment Note. We will be sending the delivery tracking status by SMS/e-mails, no-response within 6 hours would be considered as an affirmative to the delivery.
 - Maximum luggage weight needs to be 25kg.
 - You have declared the correct weight of the consignment and you will provide any special equipment we may need to load or unload the consignment on or off our vehicles.
 - All applicable laws and regulations have been complied with by you.
- You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs, we incur either to you or to anyone else arising out of you being in breach of any of these warranties, representations and guarantees, even if we inadvertently accept a consignment that contravenes any of your obligations.
- You certify that all statements and information you provide relating to the transportation of the consignment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the consignment or any of its contents you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your consignment. To the extent that we may voluntarily assist you in completing the required customs and other formalities such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and any costs we will incur regarding this, and pay any administration fee we may charge you for providing the services described in this condition.
- We are not liable if we do not fulfill any obligations towards you at all as a result of:
 - Circumstances beyond our control such as (but not limited to):
 - Acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost or other natural calamities or disasters

- Force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions.
- National or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery.
- Latent defects or inherent vice in the contents of the consignment.
- Your acts or omissions or those of third parties such as:
 - You being in breach of (or any other party claiming an interest in the consignment causing you to breach) your obligations under these terms and conditions.
- The contents of the consignment consisting of any article that is a prohibited item even though we may have accepted the consignment by mistake.

DANGEROUS GOODS / SECURITY

- Dangerous Goods
 - We do not carry, nor perform other services regarding, goods which are in our sole opinion Dangerous Goods including, but not limited to, those specified in the regulations, guidelines, technical instructions, codes applicable to us and our business or to the transport of, or the performance of other services regarding, Dangerous Goods.
- Prohibited Items: We do not accept consignments that contain prohibited items.
- We accept consignments only upon your declaration of the type and value of the consignment (“said to contain” basis). We have no responsibility whatsoever as to the correctness of description, type or value thereof and you agree to indemnify us and hold us harmless from any claims that may be brought against us arising out of or relating to such declaration provided by you and any costs we will incur relating thereto.

REJECTED CONSIGNMENTS

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

If user(s) terminates the agreement with Hasslefree Luggage with respect to any consignment, user(s) shall be liable to pay Hasslefree Luggage the entire fees and other expenses so incurred with respect to such consignment.

CLAIMS BROUGHT BY THIRD PARTIES

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

The above mentioned terms and conditions of use and/or Agreement and the Privacy Policy constitute the entire agreement between the User(s) and Hasslefree Luggage with respect to

access to and use of the web site and the Services offered by Hasslefree Luggage, superseding any prior written or oral agreements in relation to the same subject matter herein.

HASSLEFREE LUGGAGE REFERRAL PROGRAM

These Hasslefree Luggage's Referral Program terms and conditions are in addition to the service-user terms and conditions. To participate in Hasslefree Luggage's Referral Program, you must agree to these terms, which become part of the service-user terms and conditions.

By availing the services offered by us, the Referrer and Referral Recipient consent to the Terms and Conditions provided herein, "Referrer" being the person whose Referral Code has been used to sign up and "Referral Recipient" being the person who signs up using a valid Referral Code. Customers/Customer include, whether individually or collectively, both the Referrer and the Referral Recipient.

- Anyone who signs up on Hasslefree Luggage mobile application using a valid Referral Code will get a free trip worth the Referral Discount ("Referral Discount" - Subject to change without prior notice) in accordance with Hasslefree Luggage's Referral Program, at the time of signup. These values may change if Hasslefree Luggage's Referral Program changes during the signup.
- Referral Discount will be provided to the Referrer upon completion of the first and second trip by the Referral Recipient. The value of the discount will be as per Hasslefree Luggage's Referral Program active at the time of referral recipient's signup using the Referral Code. However, it is clarified Hasslefree Luggage Private Limited ("Hasslefree Luggage") reserves the right of discretion with regard to issuance of Referral Discount so as to combat fraudulent transactions.
- Hasslefree Luggage's Referral Program and Referral Discount are valid only on the Hasslefree Luggage mobile application.
- Referral Discounts are applicable on all categories . Maximum numbers of Referral Discounts a customer can avail is 20. (subject to change as per Hasslefree Luggage discretion)
- Referral Discount on a Referral Code can be availed only once and only in the state or city prescribed by Hasslefree Luggage. Creating multiple Customer's accounts using multiple emails or signing in from multiple devices in order to unduly gain Referral Discount shall be considered to be in contravention of these terms & conditions.
- Referral Discount is applicable on the final chargeable amount only. The Referral Discount availed under Hasslefree Luggage's Referral Program shall not in any case exceed the total billable amount.
- If your bill amount is less than the value of your Referral Discount, your Referral Discount will be fully used.
- Referral Discount under no circumstances will be settled or exchanged in cash or cash equivalents. However, Hasslefree Luggage, at its sole discretion, may convert the value of your referral discount into any other form of credit, whatsoever, including but not limited to Hasslefree Luggage credit.
- Referral Code and Referral Discount provided are non-transferable.

- Referral Discount shall be subject to force majeure events and on occurrence of such event(s), the Referral Discount may be withdrawn at the discretion of Hasslefree Luggage.
- Referral Discount shall not be clubbed with any other offer of Hasslefree Luggage.
- Hasslefree Luggage reserves the right to discontinue the Referral Discount without assigning any reasons or without any prior intimation whatsoever to the Customers. In case of any dispute, Hasslefree Luggage's decision shall be binding on all Customers.
- Hasslefree Luggage reserves its absolute right at any time to add, alter, withdraw, modify or change or vary any or all the terms and conditions of Hasslefree Luggage's Referral Program at its sole discretion and the same shall be binding on the Customer at all times.
- Participation in Referral Program is voluntary and any transaction done using Hasslefree Luggage mobile application shall be deemed as acceptance of the Terms and Conditions mentioned herein.
- Hasslefree Luggage reserves the right to revoke the Referral Discount or suspend a Customer's account at any time it is believed that the account is being misused or Hasslefree Luggage Referral Program terms and conditions are being violated.
- No refund will be issued for the Referral Discount.
- Hasslefree Luggage reserves the right to review and investigate all referral activities and to suspend accounts or revoke / remove Referral Discount and withhold features or benefits obtained through Hasslefree Luggage's Referral Program if Hasslefree Luggage believes or determines that the use of a Referral Code or Referral Discount was in error, fraudulent, illegal, or in violation of the terms and conditions of Hasslefree Luggage's Referral Program.
- Referral Code shall not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise). Hasslefree Luggage's Referral Program is meant to reward our privileged and loyal customers as well as Hasslefree Luggage fans and not meant for sharing the Referral Code on any communication medium be it print, digital or electronic, including but not limited to websites, or any means for any purpose whatsoever. Hasslefree Luggage reserves the right to revoke the Referral Discount or suspend a Customer's account at any time if such sharing of the Referral Code is in contravention of Hasslefree Luggage Referral Program terms & conditions.
- Any dispute, controversy or claim arising out of or relating to Hasslefree Luggage's Referral Program ("Dispute"), including claims seeking redress or asserting rights under the applicable law shall be amicably settled through mutual consultation and escalation at such offices of Hasslefree Luggage as Hasslefree Luggage may designate. If the Dispute is not settled amicably as aforesaid within a period of 15 (Fifteen) calendar days, the courts of Bengaluru, India shall have the sole and exclusive jurisdiction.
- These terms and conditions shall be governed by and construed in accordance with the laws of India and, subject to this clause 20, Hasslefree Luggage and the Customer agree and undertake that any controversy or claim arising out of or relating to these terms and conditions will be adjudicated exclusively before a competent court in Bengaluru, India only.

IN NO EVENT OUR TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF Hasslefree Luggage REFERRAL PROGRAM SHALL EXCEED INR 200/- (RUPEES FIVE HUNDRED ONLY).

GST

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

DISCLAIMER

The information contained in this website is for general information purposes only. The information is provided by Hasslefree Luggage and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

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

Every effort is made to keep the portal up and running smoothly. However, Hasslefree Luggage takes no responsibility for, and will not be liable for, the portal being temporarily unavailable due to technical issues beyond our control.