



## **Terms & Conditions**

### **For usage of GMAX**

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## 1. Preface

This document lays down the legal terms and conditions for usage of GMAX as a Cargo Community Platform.

## 2. Prologue

In a bid to foster better communication and effective dissemination of information to trade partners, Mumbai International Airport Private Limited (MIAL) has launched India's first air cargo community portal '**GMAX-GVK MIAL Air eXchange**'. GMAX is an upgraded version of MIALs existing cargo portal for the trade. It is an initiative by MIAL towards e-freight compliance as per the IATA guidelines and global industry requirements. The key inputs to the upgrade are from the recommendations given in the Working group report of Ministry of Civil Aviation published in May 2012. MIAL is confident that this system will facilitate trade to have near real time visibility of shipment movement along with faster movement of trucks/shipments at the Cargo Complex; will reduce duplicate data entry for trade members and reduce paper handling. MIAL believes, with industry support to this initiative, it will become a role model for other airports in India and in the world to follow.

## 3. Introduction

Please read the Privacy Policy, available in clause 32 of this document, carefully before accessing or using this website. You may not use this Website or its Services if you do not agree to any Term(s) and Condition(s).

This website <http://www.gmax.gvk.com/> (hereafter also referred to as "GMAX", "Portal", "Platform", "Website", "System", "Services", "Cargo Community Platform") is owned, designed, developed, hosted, implemented, operated and managed by Kale Logistics Solutions Private Limited and is intended for informational and commercial purposes, so as to enable subscribers and users ("You", "Your", "Yourself", "User", "Entity", "Entities", "Participant" or "Customer" which shall be synonymous for the purpose of this agreement and shall mean individually a "Party" or collectively "Parties" using the portal) and the participating entities (Freight Forwarders, Customs House Agents, Consolidators, Integrators, NVOCCs, Airlines, Custodians, Shipping Liners, General Sales Agents and other commercial, non-commercial, regulatory and trade facilitation entities as defined and appended by Kale from time to time) to access and utilize the functionalities and services available on the Portal (referred to collectively as "Services" and excludes any services provided to You by Kale under a separate agreement).

"GMAX", "Kale", "KLSPL", "We", "Our" or "Us" means Kale Logistics Solutions Private Limited with Corporate Office situated at 9th Floor, Thane One Corporate Park, Majiwada, Ghodbunder Road, Thane (W), Maharashtra, India 400 610.

These Terms and Conditions are framed with the purpose of governing your access to, usage and consumption of information (provided by Freight Forwarders, Airlines, Customs Agents, Kale and other entities defined and updated by Kale from time to time) and services including stand-alone services such as GMAX bureau service or any other service called by any name, available on GMAX or made available on or through GMAX from time to time. These services are offered to the registered entities/ users only and by visiting, browsing, downloading any content from this site, accessing and using the Website or its Services through stand-alone services such as PING or third party interfaces or by any other means. You agree to be bound by the Terms and Conditions mentioned herein without any modification, limitation or qualification. By accessing and using the Website or its Services, You are deemed to have agreed to all such terms mentioned herein. You may not use this Website, its Services, download, re-use content if you disagree with any or all of these Terms and Conditions.

Kale may release, add, amend, curtail, modify, stop, suspend stand-alone services (such as PING), third party interfaces, modules, functionalities which are part of or may form part of

GMAX and its Services from time to time without prior notice or with a notice not exceeding one day.

This Website and all its associated Services (including PING) functionalities and modules, by whatever name called, are owned by Kale. You state, represent and warrant that you possess the legal right and ability to enter into this Agreement to use this Website and/or it is in accordance with all the Terms and Conditions mentioned herein.

You may not use GMAX or its Services for any unlawful purpose and activity or any purpose or activity prohibited by these Terms and Conditions, Security & Privacy Policy mentioned herein and updated from time to time and failure to do some may subject you to Civil and/or Criminal liability.

Kale Logistics Solutions Private Limited is an India-based company and subject to respective Indian laws, rules and regulations as applicable in India. You understand, acknowledge, agree, warrant and represent that the Website and its Services will not be utilized for the purpose of engaging in any transaction that violates Indian laws.

The Platform can be accessed by using a web-browser (Internet Explorer, Firefox) as well as a Kale proprietary interface standard; offering connectivity via standardized protocols to support third party communication with GMAX. GMAX will enable you to access data, information and services provided by or through the portal.

You can accept the Terms and Conditions by:

- ✓ Signing off the Registration Form or clicking on the <Accept> or <Submit> button made available to You during Registration /subscription for any Service
- ✓ By actually using the service (provided by the Platform or Bureau Service), it is deemed that You understand and agree to Kale treating your use of Website, content download and/or services as acceptance of the Terms and Conditions from that point onwards
- ✓ It is advisable to print, save a copy of the Terms and Conditions on Your local machine for your records and reference
- ✓ All section or article headings, or names are for reference and convenience only and shall not be considered in the interpretation of the Terms and Conditions

#### **4. Revision of Terms & Conditions**

Your access and usage of this portal is subject to these Terms and Conditions specified, revised and updated by Kale from time to time and the terms and conditions of subscription as applicable at any given time (such terms and conditions of subscription will prevail in case of conflict with these Terms and Conditions).

Kale reserves the right to revise the Terms and Conditions, at any point of time, without prior notice and such revisions shall be applicable and enforceable as soon as they are posted on this website. It is advised that the user regularly revisits this section to review the latest updated version of Terms and Conditions. Such revisions may be necessitated by introduction of a new or improvisation of any functionality, changes in relevant legislations and regulations, market conditions, technological changes, changes in payment methods. Continued usage of this Website and its Services following such revisions shall constitute your acceptance of such changes effected.

You accept for Yourself and Your entity, by means of registration, access, browsing, viewing, downloading, generating, receiving or transmitting any data, information, messages to or from the Website or its Services, without limitation or qualifications, the Terms and Conditions set herein along with Security and Privacy Policy as constituted currently and as may be updated from time to time. Your continued usage of the Website and/or its Services post changes to

the Terms & Conditions policy will constitute your agreement and acceptance to the updated Terms & Conditions.

You will also be required to accept other terms and conditions that govern the use of a particular functionality or service during registration or usage of that particular functionality or service which is incorporated by reference to any service during registration or usage. Any capitalized term used herein but not defined herein shall have the meaning given to such term in any Terms and Condition of any service that you have registered for or used.

## 5. Registration

Registration is mandatory for using the Portal with the "Party" being a commercial/facilitation entity or an individual being at least 18 years of age. To facilitate smoother registration, you will ensure that the information filed during registration is correct and complete and necessary soft copies of documents (or hard copies) are submitted to Kale.

You may not use the Services available in GMAX and may not accept the Terms if:

- ✓ You are not of legal age to form a binding contract with Kale
- ✓ You are a person, entity barred from receiving/utilizing the services under the laws of India or other countries including the country in which You are a resident or from which You use the services

Services available on GMAX will be subject to the Subscription Model, defined and applicable to a given entity (based on plan selection) including but not restricted to only transactional charges and failure to adhere to the terms and conditions of the transactional models will lead to your account being suspended, terminated or classified as inoperative.

You understand and agree that your application for registration will be subject to review by a committee or any other form of authority formed and designated for this purpose and the decision of the said authority shall be binding and final.

## 6. Fees & Payments

Your usage of the functionalities and services offered on GMAX is subject to the balance available against Your Pre-Deposit Account covering costs such as subscription, monthly/Quarterly/Half yearly/annual fees, transactional fees, maintenance and other charges/fees that may be levied by Kale from time to time (including Service Tax and Cess as per tax laws applicable in India) and any continuance of the defunct services shall be basis that Kale reserves the right to suspend, terminate and account or disable full or part services till the dues are paid by the User.

You will be able to remit payments for GMAX usage using online payment gateways and we will:

- ✓ Provide, in connection with it, such security methods designed to protect the confidentiality of payment information as we think appropriate
- ✓ Ensure that functionality (connectivity with internet payment gateways) will be made available to users who comply with the steps which we, the designated banks and/or Reserve Bank of India, may require or lay down from time to time; and
- ✓ Not be liable, under any circumstances, for any errors in the payment transactions (including the failure of those transactions) and any payment due to us will remain payable until we have received credit for cleared funds in Our bank account

Subscription Fees, Maintenance Charges, Recurring Transactional Fees and other charges including applicable Service Tax are payable in full and in advance and are non-refundable even in the event of an early termination or non-usage of the services. Where a User fails to renew

his subscription after a period of 90 days after the expiry of the subscription, we reserve the right to terminate, suspend, in-operationalize his account/services including that of his users without notice or liability.

All payments due to or likely to be due to Kale shall be remitted in Indian Rupees.

This website will employ and implement Secured Socket Layer (SSL) or other standard technology to facilitate execution of financial transactions.

## **7. Scope of Services**

Access to GMAX Services is available to registered and authorized users only and the functionalities provided are intended solely to perform genuine and legitimate operational and commercial transactions with other users and/or third parties. You are expressly forbidden to utilize these services to indulge in any false, speculative, manipulative or fraudulent transaction by means of taking advantage of online quotations, booking systems, and filing of regulatory documents, transmission and receipt of information, data and documents to/from another user, entity and/or third parties or any other means whatsoever.

Kale does not accept any responsibility on the correctness of data exchange between two or more users/entities.

## **8. Usage of System**

You agree to use this Website in accordance with the Terms and Conditions and for lawful and proper purposes and agree to be responsible for all matters and consequences arising from the usage of this Website.

The responsibility of maintaining the confidentiality of Your login credentials and restricting access/usage of Your computer remains with You to prevent any unauthorized access to Your account. You agree to accept all responsibility for all activities that occur under Your account or password. You agree to take all necessary precautions to secure Your password and in case the password/data has been compromised or You have reason to believe that the password/data is likely to be compromised, for unauthorized usage, You shall immediately inform Kale in writing.

You agree to comply with all laws, statutes, ordinances, and regulations (including unfair competition, anti-discrimination or false advertising) regarding or relating to Your use of the Website.

You agree that You will:

- ✓ Not use this Website for fraudulent purposes or in connection with criminal offence or any other manner so as to breach any law or regulation existent in India or in the country of Your residence or the country in which the service is received or causes or is likely to cause an infringement of any third party rights, including international regulations
- ✓ Not alter, deface, redirect, replace the information on this Website and any such action will be strictly pursued to the fullest
- ✓ Not post, transmit, disseminate on or through this Website any content, information and matter of any kind which may be fraudulent, unlawful, harmful, obscene, defamatory, illegal, abusive, indecent, menacing, objectionable and libelous which may create liability on Kale
- ✓ Not to use this Website, Services and data for political campaigns, mass and chain mailing, spamming

- ✓ Not to use any device, software or technique to interfere or attempt to interfere with the normal functioning of the Website or its Services
- ✓ Not post or transmit into, on or through the Portal and/or its Services any information which contains a virus, bug, rootkit, spyware, worm, robot, spider, key logger, adware or any other harmful item intended to disrupt, shutdown, slowdown in services, performance or increase response time
- ✓ Not post into, on or through the Portal and/or its Services any information and data which is in violation of another party' contractual rights, copyright, intellectual property rights or is not compliant with Our standards
- ✓ Not obtain or attempt to obtain unauthorized access via any means to the functionalities and Services hosted by GMAX including Software and Hardware Infrastructure
- ✓ Not to take or execute any script, action, code (manual or automated) which causes an unreasonable or disproportionate massive and/or large load on the System (hardware and infrastructure) and/or its Services
- ✓ Not to use any device, software or technology to engage in repeated automated attempts to access any part or component of GMAX and/or its Services or use the Website and/or its Services in any manner which would damage, disable, overburden or impair the Website or its Services or interfere with any other user' Portal experience
- ✓ Not to use any software code, script, robot, spider, data mining objects and/or other automated device, process or means to access GMAX or adopt any manual process to monitor or copy content, information and data from the website including but not limited to Site Scraping for any unauthorized purpose without Kale prior written permission
- ✓ Not to pass information on Track & Trace, Jobs, Airline Schedules, Rates (Published or otherwise), Shipping Bills, Bills of Entry, Air Waybills (Master and/or House), Bill of Lading (Master and/or House), documents in e-Docket, etc, to any unauthorized third party
- ✓ Not to copy, modify, edit, delete, adapt, reproduce, translate, distribute, transmit, reverse engineer, de-compile, sell or disassemble any part or component of the Website or its Services including any prices, functionalities, services descriptions unless specially authorized by Kale or permitted by law despite this contractual prohibition. Unauthorized actual or attempted usage of the Portal or its Services will attract criminal and/or civil prosecution; and
- ✓ Not to share the standard message exchanges protocol, designs, schemas, code used for accessing the website or any part thereof with any third party without the express written permission of Kale

You agree and acknowledge that Kale has the right, but not obligated, to monitor the Website and its Services and if deemed necessary to disclose any information or data necessary to operate and protect the Website, Services, customers and to comply with legal obligations in response to government requests or otherwise and reserves the right to terminate accounts, refuse access to services, post, edit or remove any information or content on the website or its services in whole or part due to any reason.

## **9. Confidentiality**

GMAX remains obligated to handle and process confidential business secrets and protect all information, data, documentation which was provided by the user about his systems, organization and operations till the time the entity is operational in GMAX and the expiry of the subscription period whichever is later and Kale shall be freed from this obligation should the required conditions specified above are not met by the subscribing entity.

## 10. Intellectual Property Rights & Restrictions

All contents such as text, graphics, logos, pictures, button icons, images, design, audio clips, logic, digital downloads, programming, marks, database, schema, navigation, layout, look & feel, animations, data compilations and software, on or of this website are the exclusive property of Kale or the property of our affiliates, subsidiaries or are licensed to Kale by a third party/software, content suppliers and are protected by international copyright, database laws and treaties across the globe. All such rights are reserved and may also contain other proprietary notices and copyright information, the terms and conditions of which are required to be observed and followed.

You may display, copy, distribute and download the materials on this website provided you do so only for personal, non-commercial purposes and that you do not modify the material and that you retain all copyright and other proprietary notices contained therein. Modification of any of the materials or use of the materials for any other purpose would be a violation of Kale's copyright and other intellectual property rights and the copyright and intellectual property rights of the respective owners and under no circumstances should these be copied, reproduced, appropriated, imitated without prior written permission from Kale and the respective owners.

You are expressly prohibited from reproducing, republishing, uploading, posting, transmitting or distributing any material in any way or manner from this Portal without the express written permission of Kale. Content including graphics, images, logos are protected by copyright laws and may not be reproduced, appropriated or mimicked in any manner without prior written consent from Kale and the respective owners.

Except as stated above, or unless otherwise expressly stated, no license is granted herein expressly, impliedly, by estoppel or otherwise under any patent, trade secret, trademark, copyright or other intellectual property of Kale or any third party.

Nothing contained in these Terms & Conditions shall be construed as granting, conferring or implying any rights or ownership of the contents of this portal to any user or visitor except where Kale gives the party a limited/restricted license to access this portal.

Kale reserves the right to prosecute, pursue any user or parties suspected of infringing on its rights with respect to this portal and its services under relevant laws and corresponding jurisdictions.

In case you download any software from the portal, the software, including any files, images incorporated in or generated by the system, and data accompanying the system (collectively, the "Software") are licensed to you by Kale. Kale does not transfer title of the software to you. You may own the medium on which the software is recorded, but Kale retains full and complete title to the software, and all intellectual property rights therein.

Any information and data created on GMAX as a consequence of operational and transactional activities carried out or derived there from shall be owned by Kale and you have no objection to usage of such data by Kale.

## 11. Change Acceptance

Kale reserves the right to unilaterally and continually control, change, develop, update, amend, edit, vary, improvise any part of this portal, services, functions, information, data, navigation at any time without prior notice.

Content on the website may be updated without notice, at any time, to correct inaccuracies and errors (typographical, technical or functional) or improve the content or functionality.

## 12. Disclaimer of Warranties

All content and material on this Website is published or provided to you on an "As Is" basis without warranty or representation of any kind, expressed or implied to the fullest extent permissible under applicable laws. While all efforts are made to make the content of this Website and Services as up-to-date and accurate as possible, Kale disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, accuracy, completeness of content, correctness, quality, adequacy, usefulness, timeliness, reliability and fitness for a particular purpose, title or non-infringement and all liabilities to the extent permissible by the applicable law arising out of the use or inability to use this Website or its Services.

Kale does not warrant, state or represent that the Website and its Services (including its servers) is free or will be free from interruption, defect, error, virus, security intrusion or other harmful objects or that defects will be corrected and you agree that you access this Website and its contents at your own risk.

Kale does not warrant or make any representation regarding the correctness, accuracy, reliability or otherwise of the materials and contents on this Website or consequences of their usage. It further states that all information, data, graphics, links, functionalities, navigation and other content available on this Website are subject to change without notice at our discretion.

Kale assumes no responsibility or any liability for any damages to or viruses that may infect your computer equipment, system, network or any other property or data due to your access to or usage of the Website or its Services or downloading any material, data, text, images, videos (flash or otherwise), audio from the Website.

## 13. Linkage to GMAX

Any 3<sup>rd</sup> party website intending to establish a link to this Website should notify and obtain prior permission from Kale and Kale is not under any obligation to reciprocate by creating return links to these 3<sup>rd</sup> party websites.

Kale reserves the right to deny permission to any third party vendor or website for establishing a link to this Website.

You are given a limited and revocable right to create a hyper-link with GMAX, Kale logo, if desired, to the landing page/home page of GMAX with the sole purpose of directing a user to GMAX home page subject to the condition that such linkage does not, in any manner, appear to be vulgar, obscene, illegal, defamatory, malicious to a person with sound and reasonable mind and does not in any way depict Kale, GMAX and its associates, affiliates in a false, misleading, derogatory or offensive manner.

## 14. Linkage to Other Websites

The portal may contain hyperlinks to independent, external third parties sites, provided to you as a convenience, and should not be assumed or interpreted as endorsement or recommendation of these sites, services, products, information, and content available on these sites by Kale. Kale does not verify, monitor, control, influence, review the content on such sites and as such is not responsible or liable, directly or indirectly, for the content, quality, timelines, accuracy, functionality, performance or suitability of such content, on these external sites including damages or loss caused or claimed to be caused by usage, reliance of such external sites. The responsibility for the contents displayed on such linked sites rests with the respective hosts and service providers. In case of violations of applicable laws, the offending link will be removed from the Portal as soon as it is detected by, disclosed, intimated to us.



You understand and agree that you shall access these sites at your own risk, take all precautionary measures while accessing these sites and are responsible for any resulting consequence.

These websites may also contain links to other websites, which, are not covered by this privacy statement. We strongly recommend that you review each website' privacy policy if you intend to link to any of those sites.

## **15. Customer Indemnity**

You assume complete responsibility and risk arising from using this Website and or its Services, functionalities, data or information offered and provided. You agree to indemnify, and defend Kale, its subsidiaries, affiliates, business partners, joint-ventures, stakeholders, employees, agents, licensors, third party content providers, business partners from and against any and all claims, liabilities, losses, expenses, damages, costs (including legal fees) that may arise from your use of this portal or through its Services or breach of these Terms and Conditions by you (including negligent or wrongful conduct) or any other such acts arising through your usage of the portal and its Services.

## **16. Limitation of Liability**

Kale shall not, in any event, be liable for any direct, indirect, incidental, special, punitive, exemplary or consequential damages, losses, expenses, taxes or other liabilities of whatever nature, arising as a result of access to, use of or inability to use, this portal, its Services, links to any third party sites by any party. Additionally, Kale is not liable to connection with any performance and technical failure, error, omission, interruption, defect, suspension, operational delay, lost profits, data loss, transmission in the use of this Website or in connection with any computer virus, Trojan, worm, other destructive element or system problems (even if) / (whether or not) Kale has been advised of the possibility of such damage, losses, expenses, taxes or liabilities, whether in an action under contract, tort, negligence or any other theory and the total liability (if any) of Kale, whether in contract, tort or otherwise will not exceed any amount paid by you for accessing and using this Website.

You understand and agree that Kale is not an agent of and assumes no responsibility and liability for acts, omissions, unjustified access to this portal, passwords, data, information accessed by third party websites or content providers nor any aspects related to those third party service providers.

## **17. Terms & Terminations**

If any provision (or portion thereof) of these Terms and Conditions shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. In addition, in the event that any provision (or portion thereof) of these Terms and Conditions is determined by a court to be unenforceable as drafted by virtue of the scope, duration, extent, or character of any obligation contained therein, it is the Parties' intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under such applicable law.

## **18. Reference to Other Policies**

These terms and conditions of usage of the system along with the associated functionalities shall be read and interpreted in conjunction with other policies defined and issued by Kale from time to time (such as Privacy Policy, Security Policy etc.), supersede all previous agreements written or otherwise and shall be binding on the party utilizing, accessing, consuming,

interacting, exchanging information and data in whatsoever form with GMAX and or its services and functionalities.

## **19. Trademarks & Copyrights**

GMAX, GMAX logo and other marks displayed on our <http://www.gmax.gvk.com/> website (including the website layouts, page names, scripts, services, button icons, other icons, navigation flow, themes, modules and any other feature) are registered trademarks of Kale Logistics Solutions Private Limited or our subsidiaries, affiliates and joint-venture partners in India and other countries/jurisdictions and may not be used in a manner in any product which is likely to cause confusion among users, customers or in any manner discredits or disparages us. ACAAI, ACAAI logo is the registered trademark of Air Cargo Agents Association of India. MIAL, MIAL logo is the registered trademark of Mumbai International Airport Limited. All other marks not owned by us are the property of the respective owners who may or not may be affiliated with or connected to us.

## **20. Jurisdiction & Arbitration**

The Terms and Conditions related to this website and its services is for international usage and shall be governed in all respects by the laws applicable in India without regard to conflict of law rules thereof and any disputes thereon will be decided exclusively, by the courts in Thane, Maharashtra, India.

Both parties will strive to resolve issues by discussions and negotiations and will proceed to approach courts only on breakdown of negotiations. The parties consent and agree that all legal proceedings shall be subject to the jurisdiction and venue decided upon by the courts.

## **21. Breach**

You will not access, use, download, re-use, export data and information (including software, code, product, services) contained on this website in violation of any laws and regulations applicable, particularly, in India.

Kale, at its sole discretion, reserves the right to disqualify, deny, restrict, discontinue, and terminate your access to the system and/or its services at any point, with immediate effect, without providing you any reasons or explanations. If it believes that you are in breach or will be in breach of any of the terms set forth herein and you shall not have any right to use or access the system thereafter. Reversal of such disqualifications shall form the subject matter of the panel constituted for the purpose and its decisions shall be final and binding on you.

Kale has the sole right to discontinue the website, the system, and/or its users including any part of it which it feels may result in endangering the website, the system or interfere with the interests of GMAX or other users/entities.

## **22. Assignment to Subsidiary**

These Terms and Conditions shall be binding on you and us and our respective successors and assigns. You will not transfer, share, assign, charge or otherwise dispose of any of your rights or obligations arising under the terms of this Agreement without the prior written approval from Kale. We may assign, transfer, depute, charge, sub-contract or otherwise dispose of our rights, under these Terms and Conditions at any time without prior notice or consent.

## **23. Language of Agreement**

English shall be the official language of the Agreement and shall prevail over other translations in matters of inconsistencies in different languages.

## 24. Waiver & Non Waiver

No waiver of any term and conditions shall be applicable unless it is expressly stated to be waiver and is communicated to you in writing or by e-mail.

Any breach of these Terms and Conditions, in absence of action from our side, will not be construed as a waiver of the rights of proceeding against you and we shall still continue to be entitled to use our rights in any other instance of breach of these Terms and Conditions. Although Kale will take reasonable steps and measures to ensure that information and data transmitted by a user to or from the website remains confidential, encrypted and secure from unauthorized access and snooping, we do not warrant that such unauthorized access may not occur or never occur; nor is the failure of Kale to insist upon or enforce strict adherence to compliances to any terms and conditions be construed as a waiver of any term, condition or right. Kale shall not be liable for any unauthorized access.

## 25. Force Majeure

Kale will not be held responsible for any delay or failure to perform or comply with our obligations under these terms if the delay or failure arises from any cause which is beyond Kale' reasonable control ("Force Majeure Event") and includes any event, act, non-happening, omission or accident beyond our reasonable control and includes the following without limitation:

- ✓ Cyber-Attacks, Security Breach, Server, Hardware and or Infrastructure breakdown
- ✓ Strikes, Lock-outs, walkouts or other industrial action
- ✓ Civil commotion or disorder, rebellion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war
- ✓ Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or otherwise
- ✓ Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- ✓ Impossibility of the use of public or private telecommunications networks
- ✓ Acts, decrees, legislation, regulations, policies, restrictions or embargo of any government

Our performance shall be deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations in these Terms and Conditions may be performed despite the Force Majeure Event.

## 26. Technological Dependencies

Kale does not rule out the occurrence of errors during the data digitalization on our website and services including GMAX bureau service. Variations in display of content and code may differ due to usage of different browsers and browser firewall and individual computer settings and human error.

Although we shall employ reasonable actions to ensure uninterrupted services availability and data integrity during capture, transmissions from or to the website and or its services, we do not guarantee this service basis the dependency on the nature and behavior of internet at a given time.

We reserve the right to occasionally restrict, suspend your access or usage of the portal and its services to facilitate repairs, maintenance, patch, update, streamline or introduce new functionalities, features and services. Efforts will be made to restrict the frequency and duration of such suspension, restriction and we shall not be liable for non-availability of our services at any time or during any period.

## **27. Rights**

You agree that you are responsible for all electronic information and communications sent from your computer to this website and or its services and such data and communication must not be in contravention of any laws applicable in India and other countries from where you operate.

## **28. Forward Looking Statement**

Statements by Kale (on this website or otherwise) which are not historical facts are forward looking statements and should be viewed as such and are subject to various risks and uncertainties that could give rise to material differences between actual and expected results.

## **29. Archiving**

GMAX employs data archiving, data warehousing functionalities to create backups at regular and pre-defined intervals and this data shall be made available to the user basis receipt of request along with the necessary fees and charges applicable for such archiving and retrieval.

## **30. User Feedback**

Your visit and usage of the website and its services including feedback, questions, comments, suggestions or like shall be construed as communication with us and shall be deemed and treated as non-confidential and Kale shall not be obligated to use or disclose any information in the communication in a particular manner and shall use, copy, reproduce, distribute any information or communication in any way, including any suggestions, ideas, feedback, concepts, know-how, techniques, documentation, diagrams, schemas, layouts, blueprints or design documents in any manner or for any purpose including, but not restricted to development and marketing of products and services.

You further agree to receive communication from us electronically or otherwise and that such communications from us in form of notices, newsletters, bulletins, disclosures, agreements, terms, rules shall be deemed to satisfy any legal requirement that these communications may require.

Information and data provided and available on GMAX may be used or transmitted to third parties to further the expansion of GMAX coverage across multiple geographies and verticals so far as these exchanges are in line with the policy laid down by Kale. You agree that Kale may use and transmit information and comments to third parties without any limitation and shall not be responsible for any loss, erroneous, unjustified transmission to third party or any third party's justified access of confidential data provided to Kale.

## **31. User Forums**

GMAX may provide chat facility, bulletin boards, blogs or other user forms that will allow you and other parties to post content and comments. Kale reserves the right, but not the obligation to monitor, review, repress, censor, expunge posts and comments that are illegal or are deemed to be offensive, insensitive, defamatory, threatening, abusive, vulgar, racist, unacceptable, and malicious in nature.

You agree not to post or transmit on these forums any matter which:

- ✓ Are obscene, defamatory, threatening, sexual or malicious
- ✓ Contains a virus, worm, Trojan or other harmful objects
- ✓ Incorporate copyrighted or other proprietary material of any third party without that parties permission or
- ✓ Violate any applicable laws

## 32. Privacy Policy

Kale Logistics Solutions Private Limited understands, respects and attaches great importance to privacy of user related data available on GMAX and has implemented and will continue to strengthen security measures to enhance protection levels of data privacy. It may be necessary for you to provide accurate personal data such as Name, Office Address, Phone, Fax, Mobile Nos., E-mail, Skype Ids, preferred communication modes etc. to facilitate business transactions, consume GMAX services, improve functionality, usability, interface of the website

Kale will observe the privacy principles described below:

- ✓ Notice
- ✓ Choice/Fair Processing
- ✓ Access
- ✓ Security/Integrity
- ✓ Onward Transfer and
- ✓ Enforcement and
- ✓ Compliance in processing Personal Data

We may collect and process the following information related to you and you consent to such processing and state that all data provided by you is accurate:

- ✓ Information provided by you during registration on GMAX (including but not limited to personal data mentioned in the point above)
- ✓ Record of your correspondence, calls, surveys (with or without any response) for research and analysis
- ✓ Details of services, functionalities you have utilized through our portal
- ✓ Details of individual history, audit logs including but not restricted to location, Internet Protocol addresses, traffic, bandwidth consumptions, periods of activity; and
- ✓ Records and or count of your individual transactions for analysis

## 33. Management of Personal Data

We regard confidentiality of personal data very seriously and take utmost care and responsibility while managing, maintaining and storing the confidentiality and integrity of such personal data. This section/policy (provided as overview to reveal how such data is processed) is applicable to Kale, its subsidiaries, affiliates and employees and shall be subject in all respects to applicable legal and regulatory requirements and existing agreements or contracts owing to the intricacies in handling every potential issue and situation.

- ✓ Kale may collect and processes personal data and information identifiable with our customers, shareholders, suppliers, business partners, third party vendors, website visitors, employees and other participants in the logistics supply chain
- ✓ Personal data is that specific information, which directly or indirectly, can be used to identify a living person and may include sensitive information that reveals racial origin,

nationality, name, address, contact details, political opinion, religious beliefs, affiliation and membership of trade unions or other bodies and associations

- ✓ The following data may be logged during the usage of our website or its services: names of websites retrieved, functionalities accessed, links clicked, browsers used, operating system, requesting domain, date, time and duration of access, usage of search engines, downloaded files and Your IP address
- ✓ Any other information provided by you during registration or usage shall be stored and we reserve the right to use personal data to process your requests and issues

Data and information available to or entered on the website may be transferred to, stored at a destination in or outside India and may be subject to processing by our vendors or services providers. By submitting data and information you agree to this transfer, storage, processing of data in our servers. We shall make reasonable efforts to ensure your data is treated in a secured manner and in accordance with this policy.

The following is the illustrative use of personal data by Kale

- ✓ Identification of authorized users and entities
- ✓ Identification of owners of cargo and services providers
- ✓ Processing information and data supplied to GMAX
- ✓ Filing of Shipping Bill with Indian Customs
- ✓ Transmission of data to respective carriers for ENS submission or otherwise
- ✓ Provision of Status Updates and notifications
- ✓ Disclosure to Airlines, Liners, Custodian, Overseas Agent, Consignee, Customs authorities, Tax authorities, any other regulatory, enforcement authority or any court of law in India and outside with whom Kale has interfacing and dealings
- ✓ Statistical analysis
- ✓ Better management of supporting and Helpdesk functionality
- ✓ Data Security, Warehousing and archiving Marketing, disseminating promotional materials, recruitment, employment and other related matter and
- ✓ Advert target (similar to Google' AdSense)

### **34. Choice / Fair Processing**

Overview of Kale' policy:

- ✓ Only adequate and not excessive data is collected for purposes related to GMAX functionalities
- ✓ Personal data collected and/or retained is accurate and adequate for the purpose for which they are intended to be used
- ✓ Personal data is accessible and processed only by Kale employees, subsidiaries, affiliates, joint venture partners, business partners and others who require access to this data to execute their obligations in relation to a transaction or process
- ✓ Personal data not necessary or required for carrying out operations are erased at regular intervals defined by Kale unless such deletion is prohibited by law or is not in the public interest
- ✓ All necessary precautions are taken to ensure that personal data collected is protected from unauthorized, accidental, processing, deletion or other use

- ✓ Except for the above mentioned purposes or as agreed, Kale does not publish, share, trade, sell or otherwise disseminate any of the personal information or data registered or provided to us to any other party. Kale, under obligation, may be entitled to disclose personal data to our professional advisers and/ or in compliance with applicable law, court or arbitration orders, judgments awards or other legal processes served or in compliance with requests by any entitled authority, body or person or to protect the interests, rights, property of Kale

### **35. Access**

Facility shall be made available to users and entities to have reasonable access to their personal data to verify correct or delete their data, where inaccurate. We will also provide a means for individuals to exercise all other legal rights that they may have in relation to their personal data

Kale reserves the right to reserve access and usage of secure areas of this website and its services is restricted to authorized or subscribed users only. Access to and use of these secure areas and their underlying products is subject to terms and conditions of authorization or subscription as may be applicable, and in the event of conflict, those terms and condition shall prevail.

### **36. Security & Integrity**

Kale will implement reasonable security procedures and processes through appropriate technical measures to protect against unauthorized, unlawful access or processing, disclosure, deletion, alteration, destruction or loss of personal data accidental or otherwise.

GMAX databases are protected by physical, technical and security processes which ensure that data access rights are enabled only for authorized users

All efforts and means will be employed to keep the personal data accurate, complete and current in order to protect its quality and integrity and this process will be dependent on provision or submission of information from respective individuals/entities.

Though all possible measures will be taken to ensure security of data transmitted through the internet by adoption and implementation of high level security standards, Kale does not guarantee the security of information flowing through the internet and any such transmission will be at your own risk

### **37. Onward Transmission**

We will observe the privacy principles of Notice and Choice during transfer of data to third parties and we will require all the recipients of such data to provide at least the same level of protection for such data as specified by the standards stated in this policy.

### **38. Enforcement & Compliance**

Kale follows defined internal processes for handling queries and complaints regarding our management of personal data and compliance to this will be demonstrated by:

- ✓ Publishing this policy conspicuously so as to make it accessible to all interested parties
- ✓ Appointing a committee from time to time with responsibility for developing and implementing the privacy program
- ✓ Implement processes to execute this policy in the conduct of our business, including training our employee for usage of such practices with deterrents in the form of discipline to control failures and ensure compliance; and

- ✓ Annual review of this policy carried out to ensure compliance to latest privacy standards, laws, regulations and agreements

## **39. Cookies**

GMAX may use standard analytical technology known as “Cookies” to gather information on utilization of this website and to provide better and more personalized services. Cookies will be used for creating access logs, understanding how many new or repeated users visit this website, identifying popular features and pages, browsing and usage patterns and does not involve identifying the user.

GMAX website uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”), or may use other similar technology “cookies”, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google or Kale as the case may be on servers in the United States, India or other parts of the world. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. Google will not associate Your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this, you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

Kale will also use cookies or other technology to help in authenticating the user, recognize the user profile, attributes and facilitate navigation throughout this site. It should be noted that cookies cannot retrieve any data from your hard disk or fetch your email address, are not viruses and thus do not pose any threat to your computer

## **40. Service Quality**

Our responsibility towards hardware and software is restricted only to that hardware and software which is owned, operated and maintained by us in operating website and its services.

## **41. No Representation**

Though all reasonable efforts have been taken to ensure that data compiled for this website is done in good faith, no representation is made or warranty given (either express or implied) with respect to the completeness or accuracy of the information it contains and you must always verify this information before acting upon it by contacting the local GMAX or Kale office. All data on the website is provided on an “As Is” basis with no guarantee of completeness, accuracy or timeliness of results obtained.

## **42. IPR Infringement**

Kale makes all efforts to ensure that property rights of other parties, entities are respected and not infringed upon and any party which feels that their material and work has been reproduced in any form may intimate Kale by providing the following details:

- ✓ Identification of the material with description which you claim has been infringed upon
- ✓ Your contact details such as Name, Address, Phone Nos., E-mail address

The website and its services are provided “As Is”, and all other express or implied conditions, representations, warranties including without any limitation, any implied warranty or



merchantability, infringement, readiness for a particular purpose, even if informed of such purpose, or arising during the course of dealing, usage or trade practice, are hereby excluded to the extent allowed by applicable law.

Certain third party software may be employed, utilized, embedded in the website and/or its services and this third party software is provided on an "As Is" basis and Kale does not warrant that these services will meet your business requirements or that these services will completely and perpetually function without any errors or interruption.

### **43. Hardware Requirements**

GMAX shall require basic computer hardware and associated software to enable user to fully experience the functionalities and features developed and to be developed. The following lists down the basic hardware and software requirements of GMAX

- ✓ Pentium 4 or AMD Athlon or other equivalent CPU
- ✓ 2GB of DDR RAM
- ✓ Internet Explorer 7, Mozilla Firefox 2 or above
- ✓ 512kbps dedicated Internet Broadband Connection; and
- ✓ JavaScript enabled

The following requirements are recommended to fully experience GMAX functionalities

- ✓ Dual Core CPU (Intel Core 2 Duo or AMD Athlon Dual Core)
- ✓ 2GB of DDR 3 RAM
- ✓ Internet Explorer 7, Mozilla Firefox 3, or above
- ✓ 2Mbps Internet Broadband Connection
- ✓ JavaScript Enabled; and
- ✓ Flash Support

### **44. Contact Us**

You are free to contact us for any query, information, assistance regarding operations, commercial, policy, practices or any other relevant topic using either the Contact Us option available on the website or any of the following modes:

E-mail: [gmax.support@gvk.com](mailto:gmax.support@gvk.com)

### **45. Digitization Incentive**

In line with our Hon'ble Prime Minister's vision of incentivizing digital transactions and suggestions from trade on consideration of a digitization incentive to further promote electronic transactions in the interest of Ease of Doing Business, a digital transaction incentive per shipment to the trade members doing more than 10 shipments digitally on the platform in a month shall be offered. This digital transaction incentive shall be applicable for shipments transacted from 1<sup>st</sup> September 2017 on GMAX. Eligible transactions will be derived at the end of the month and appropriate amount will be credited to GMAX account no later than the 15<sup>th</sup> of the subsequent month.

In case of Direct shipment, the Digitization Incentive is at per MAWB level and in case of CONSOL shipment it is at per HAWB level.

## 46. Copyright

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