

## TERMS OF USE

### 1. Background

- 1.1. www.loconav.com (“**Website**”) and the LocoNav Application (“**App**”) is owned, registered and operated by BT Techlabs Private Limited (“**Company**”), a company incorporated under the Companies Act, 2013. The Company is engaged in the business of providing vehicle tracking management services (“**VTS**”).
- 1.2. These terms of usage (“**Terms of Use**”) govern Your use of the Website, the App and the VTS. By using or visiting the Website, or by using the App or the services provided as part of the VTS, You shall be deemed to have read, understood and accepted to be bound by these Terms of Use.
- 1.3. For the purpose of these Terms of Use, wherever the context so requires “**You**”, “**Your**”, “**Customer**” or “**User**” shall mean any natural person who uses the Website for availing the Services. The term “**We**”, “**Us**”, “**Our**” shall mean the Company, its employees, and authorised agents that perform any services on the Company’s behalf.
- 1.4. We reserve the right to make changes to these Terms of Use at any time. Any such modifications will become effective immediately upon posting to the Website or the App and Your continued use of the Website, the App, and/or the Services constitutes Your agreement to such modifications. You agree to periodically review the current version of these Terms of Use as posted on the Website.

### 2. Services

- 2.1. The Company is engaged in the business of providing Vehicle Tracking System for the tracking of vehicles used for transportation of goods.
- 2.2. For the purposes of these Terms of Use,

“**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of these Terms of Use or thereafter;

“**Authority**” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body in India;

“**Intellectual Property Rights**” shall mean forms of intellectual property rights subsisting under Applicable Law and all analogous rights subsisting under Applicable Law and shall include any product or process of the human intellect whether registrable or not as copyrights (including rights in computer software), patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, moral rights, database rights, and other intellectual property rights, or derivative works of the same expression or literary creation, unique name, trade secret, business method, database, industrial process, computer program, source code, process, presentation, etc., in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world which are held or beneficially owned by the Company.

“**User Account**” shall mean the personal account created by the User on the Website or the App.

- 2.3. In order to avail the benefits of the VTS, the Customers must mandatorily register themselves on the Website or the App. Such Customers and their details shall be verified by the Company by a detailed process. Every registered Customer shall allocate themselves a unique identification user name and password ("**User ID**" and "**Password**").
  - 2.4. If you use the Website or the App as registered Customer, you are responsible for maintaining the confidentiality of your User ID and Password. You are responsible for all activities that occur under your User ID and Password. You agree, *inter alia*, to provide true, accurate, current and complete information about yourself as prompted by the registration form in the Website or the App. If you provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to indefinitely suspend, terminate or block your access to the VTS, the Website, and the App and refuse to provide you with access to the Website or the App.
  - 2.5. The Customer may access his records relating to the VTS at the website.
3. **Representations, Warranties and Obligations of the Company:** We hereby represent and warrant that:
- (a) We are a duly registered company as under the relevant provisions of the Companies Act, 2013;
  - (b) We are in compliance with the Applicable Law to provide Services, subject to these Terms of Use;
  - (c) We will comply with the Privacy Policy and ensure data security of the Users at all times.

3. **Representations, Warranties and Obligations of the User:** The Customer hereby represents and warrants that (a) You are a natural or legal person, competent to contract, and have read, understood and agreed to be bound by these Terms of Use; (b) You shall provide accurate information and details at the time of registration; (c) They shall not default in making payments for the Services subscribed to on the Website.

4. **User's feedback/comments/ suggestions**

4.1. While submitting/ posting comments/ suggestions/ opinions/ feedback etc. ("**User Feedback**"), the User agrees and acknowledges that:

- (a) The User Feedback does not contain any confidential information or is not in violation of any third party right including intellectual property rights;
- (b) The User Feedback shall not be unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or is otherwise inappropriate;
- (c) We are not under any obligation of confidentiality, express or implied, regarding the User Feedback;
- (d) We reserve the right to use or disclose such User Feedback for any purpose, in any way, as We deem fit;
- (e) By posting/ submitting User Feedback, the same shall become our intellectual property right without any obligations including but not limited to any compensation or consideration, express or implied to You.

5. **Intellectual Property Rights**

5.1. **Copyright**

5.1.1. The Customer acknowledges that LocoNav is, and shall be the sole owner of all Intellectual Property Rights in and to any solutions and/or products that have been developed by LocoNav, so as to enable it to render Services to the Customer. Any rights not expressly granted herein shall be retained by LocoNav.

5.1.2. LocoNav acknowledges that any Intellectual Property Rights already owned by the Customer shall remain the sole property of such Customer ("**Customer IP**"). However, so as to enable LocoNav to provide Services and to comply with its obligations under this Agreement, the Customer acknowledges that the Customer IP or part thereof will need to be made available to LocoNav. Accordingly, when the Customer uploads, submits, stores, sends or receives content to or through our Website or the VTS, it grants LocoNav a limited, non-exclusive, non-transferable license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes as maybe necessary to make the content provided, work better with the VTS), communicate, publish, display on the Website, such content.

5.1.3. Further, the Customer hereby grants a limited, non-exclusive right to LocoNav to use its trademarks, brands, trade names, service marks and logos, solely for the purpose of displaying the same on the Website and/or other platform forming a part of the VTS during the term of this Agreement.

## 5.2. Trademarks

5.2.1. [www.loconav.com](http://www.loconav.com) is a domain of the Company. The Website, including, but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of the Company. The trademarks, domain names and trade dress of the Company shall not be used or reproduced without prior written approval from the Company, and may not be used in connection with any product or service that is not affiliated with the Company.

## 6. Links

6.1. The Website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of the Website. We are not responsible for the content of any Linked Site, including, without limitation to, any link contained in a Linked Site, or any changes or updates to a Linked Site.

6.2. We are not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. We are providing these links only for convenience, and the inclusion of any such link does not imply endorsement by the Website, of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof.

6.3. On accessing the Linked Sites, You shall be governed by the terms of use, privacy policy and such other additional policies of the Linked Sites. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, advertising, products, services or other materials available on or through any Linked Sites or for any errors, defamatory content, libel, slander, omissions, falsehoods, obscene content, pornographic material, or any profanity contained therein.

## 7. Advertisement Links

7.1. The Website or the App may contain links to various advertisements ("**Advertisement Site**"). The Advertisement Site is not under the control of the Website or the App. We are not responsible for the content on any Advertisement Site, including, without limitation to, any link contained in the Advertisement Site, or any changes or updates to the same.

7.2. These Advertisement Site(s) shall be construed to be Linked Sites (as mentioned above) and the provisions of Clause 7 above shall apply for Advertisement Site(s).

## 8. Payment Terms

8.1. The Customer will make payment through one of the following available options for availing the VTS Services:

- (a) Net/ Debit/ Credit Cards
- (b) Cash on Delivery

- 8.2. The User agrees and accepts that all nuances and modalities relating to making payment using Net Banking/ Debit/Credit Cards (“**Virtual Payment Mode**”) shall be separately governed by arrangement(s) / terms and conditions between You and the relevant banks. We shall not be responsible, in any manner whatsoever, for any liability that may arise in relation to the Virtual Payment Modes (including any fraudulent transaction).
- 8.3. While availing any of the payment method(s) available on the Website or the App, We will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to (a) Lack of authorization for any transactions; (b) Any payment issues arising out of the transaction or (c) Decline of such transaction for any reason.
- 8.4. You understand, accept and agree that the payment facility provided Us, is neither a banking nor financial service.

## **9. Privacy**

- 9.1. The Company collects, stores, processes and uses Your information in accordance with Company’s Privacy Policy. By using the Website, the App or the VTS, and/ or by providing Your information, You consent to the collection and use of the information You disclose on the Website, the App or the VTS in accordance with Company’s Privacy Policy.

## **10. Fraud and Improper Conduct**

- 10.1. You may only access the Website or the App and use the Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all provisions of Applicable Law pertaining to Your use of the Services. You agree that You will not in any way:
- (a) Interfere with the ability of others to access or use the Website or the App, and the Services provided through the Website or the App;
  - (b) Disrupt the normal flow of communication or otherwise act in a manner that adversely affects other Users ability to use the Website or the App, or the Services;
  - (c) Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services;
  - (d) Upload or post or use the Service to transfer, any content or other material that contains or constitutes viruses, Trojan horse or other code with malicious, disruptive and/or destructive features;

- (e) You shall not attempt to gain unauthorized access to the account of any other User, or otherwise interfere with any other User's use of the Website, or the App, or the Services provided through the Website or the App;
- (f) You shall not use any false or misleading information (e.g., false or misleading names, email addresses or URLs) when using the service, including, without limitation, with respect to any identifying information for Your account, and all information that You provide must be accurate and correct, and You must update any changes to such information, so that it remains current.

## **11. Limitation and Disclaimer of Warranty**

- 11.1. The Website, the App, the VTS s and each portion thereof are provided "AS IS" without warranties of any kind either express or implied. To the fullest extent possible pursuant to Applicable Law, We disclaim all warranties, express or implied, with respect to the Website, the App, or the Services and each portion thereof, including, but not limited to, non-infringement or other violation of intellectual property rights.
- 11.2. We shall not be liable for any direct, indirect, incidental or consequential damages, whatsoever incurred by the User due to use of the Website, the App, or the Services or due to the non- availability of the Website, the App, or Services.
- 11.3. We make no representation or warranty that the Website or the App shall (i) meet Your requirements/ be accurate or reliable; (ii) be uninterrupted, timely, secure or error-free. Further, access to the Website, the App or the Services shall be contingent to Your internet accessibility and We shall not be held liable for any lack/ sporadic breaks in Your internet accessibility.
- 11.4. We shall not be liable in the event any damage or loss occurs to your computer system, or any other electronic device, or any data as a result of accessing the Website, the App or the VTS.
- 11.5. If You are dissatisfied or harmed by this Website or the App or anything related with the Website or the App, Your sole remedy shall be to terminate these Terms of Use by closing Your account with the Company.
- 11.6. We shall be entitled to disclose to the Authority, as required by Applicable Law or by any directive or request from any government body, the particulars of the User engaged with the Website or the App.
- 11.7. We shall be entitled to add, to vary or amend any or all these terms and conditions at any time and the User shall be bound by such addition, variation or amendment once such addition, variation or amendment is incorporated into these terms and conditions, and such amended terms and conditions are on the Website and the App.

## **12. Indemnification**

- 12.1. You undertake to indemnify Us, for any losses or damages resulting from any third party claims or complaints arising from, or in connection with Your actions on the Website, or the App, and/or breach of this Agreement.

### **13. Termination**

- 13.1. We may terminate these Terms of Use with respect to You, immediately without notice in the event of any breach by You of these Terms of Use or any of our applicable policies, as posted on the Website and the App from time to time or upon a misuse of the Services by You.
- 13.2. You agree that upon the termination of these Terms of Use, We may, at our sole discretion store or delete all information related to You with respect to the Services availed by you for such period as we may require. Further, You will no longer be able to log into the Website or the App.

### **14. Severability**

- 14.1. If any part of the Terms of Use are determined to be invalid or unenforceable pursuant to Applicable Laws, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use for Services shall continue in effect.

### **15. General**

- 15.1. Unless otherwise specified, these Terms of Use for Services and the Privacy Policy (provided on the Website and the App) constitutes the entire agreement between you and the Company, in respect of the Services and supersedes all previous written and oral agreements between You and the Company, if any. Our failure to act with respect to a breach by you or others does not waive Our right to act with respect to subsequent or similar breaches.

### **16. Governing Law**

- 16.1. Terms of Use shall be governed by and constructed in accordance with the laws of India. The courts in New Delhi shall have the exclusive jurisdiction to determine any disputes arising in relation to, or under, these Terms of Use. You agree to submit to the jurisdiction of the courts in New Delhi, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

### **17. Grievance Officer**

- 17.1. The name and contact details of the Grievance Officer are provided below:

**Name:** Vidit Jain

**Phone No:** +91 9560111522

**E-mail Address:** [vidit@babatrucks.com](mailto:vidit@babatrucks.com)

**Postal Address:** LocoNav - BT Techlabs Pvt. Ltd.

3rd Floor, Cybiz Call International,

309-310 Udyog Vihar, Phase IV, Sec-18,

Gurugram, Haryana – 122015