



## A. GENERAL TERMS & CONDITIONS

### 1. BACKGROUND

This Platform is owned/ provided by GoTrukker Private Limited. GoTrukker Private Limited, a Company incorporated under the Companies Act, 2017 with its registered office at Plot No. 103/A, PECHS Block 2, Khalid Bin Waleed Road, Karachi, Pakistan. (hereinafter referred to as "GoTrukker/Company").

On GoTrukker platform we have a digital marketplace for logistics needs where shippers can connect with autonomous and screened carriers. As a shipper, you can use GT Application to place, track, and pay for shipments. As a carrier, GT marketplace enables you to participate in shipments placement & connect with shippers who want to avail your services. Shippers and Carriers agree on prices and other terms and enter into an agreement regarding the provision of Transport Services by the Carrier in relation to Jobs, with terms agreed between themselves (Shipping Agreements);

These Terms and Conditions of Platform usage (the "Terms of Use") govern your access to and use of the Web Site and applications for mobile and handheld devices (referred to as "GT App(s)"). The Web Site and GT Apps are jointly referred to as the "Platform".

You can access relevant information from our Site. These Terms and Conditions, together with our Privacy Policy ("Terms") apply to all visitors, shippers, carriers, customers, members and, other users of the Site and the Site Services.

### 2. ACCEPTANCE OF THE TERMS

By accessing and using our platform, and/or using or purchasing any Services provided by us, whether available for purchase or not, you are deemed to have accepted these Terms.

This Platform is provided by GoTrukker and available only to the entities and persons who are competent to contract as per the Contract Act, 1872 and who can form a legally binding agreement(s) under applicable law. If you do not qualify or fall within the meaning of "competent to contract", you are not permitted to use the Platform nor use the services.

You may also require to accept these Terms wherever such an option is made available to you during your use of the platform. When you click "accept", "agree" or "consent" by electronic means using a device such as a mobile phone, desktop, laptop or tablet, your agreement or consent will be legally binding and enforceable and will be deemed to be as effective as if you had written your signature by hand.

### 3. AMENDMENTS:

GoTrukker (GT) may modify/ update certain or entire terms and conditions of these Terms of Use, time to time. Any aspect of the Platform may be changed, supplemented, deleted, or updated at sole discretion. GT may also change or impose fees for products and Services provided through the Platform anytime at its sole discretion.

You shall, at all times, be responsible for regularly reviewing the Terms of Use and also review the changes made on the Platform. Your continued usage of the Platform after any change is posted constitutes your acceptance of the amended Terms of Use.

We may discontinue/suspend all or any of our services any time, with no intimations, on our absolute discretion. We may refuse access to our platform to any person any time, on our absolute discretion. We are not liable for any loss that you suffer as a result of such discontinuance or exclusion.

If you are uncertain about the Terms, the Site Services or anything else on our Site, please contact us before submitting a quote, accepting a quote or completing any purchase.

#### 4. REGISTERING AN ACCOUNT

To purchase and get access to some features of GoTrukker Platform, you may be required to register as Carrier or Shipper by providing us with accurate information including your name, your business name, address, a valid email address and contact number.

As a user of the Platform, You will be responsible to treat the information such as the verification code, and password provided by GoTrukker (**GT**) to not disclose the same to any person or entity. We shall at our sole discretion reserve the right to disable any user identification code or password if you have failed to comply with any of the provisions of these Terms of Use. You undertake and warrant that any information provided, on any of the GT platforms, is correct and valid.

We accept no liability for any activity that occurs in your Account, including any orders for Site Services or use of the GT Platform.

Incase of any Terms violation, an applicable law, or that your conduct may give rise to a claim by us against you, we may suspend or cancel your Account at any time in our absolute discretion.

#### 5. CONDITIONS OF ACCOUNT REGISTRATION AND SITE RULES

By registering an Account, you submit to the rules of the GT Platform, including the following:

- a. All information shared on the GT Platform remains confidential.
- b. You will not post any of the following in a message or a quote:
  - i. Phone Numbers
  - ii. Email Addresses
  - iii. Company Names
  - iv. Personal Names
  - v. Web Addresses
  - vi. Fax Numbers
  - vii. Twitter Account or Social Media Account
- c. You consent to other GT Platform users with whom you communicate knowing your identity; and
- d. You agree not to provide false information about yourself, to impersonate another individual or to provide misleading or false information or content.
- e. If you are a Carrier, you must:
  - i. Provide the Transport Services for which payment was accepted; and
  - ii. Include all taxes, including GST, and fees payable by the Shipper for the Transport Services in any Quote,
- f. If you are a Carrier, you must not:
  - i. Bid against your own Quote, or have associates or employees do so;
  - ii. Refuse to enter a Shipping Agreement if your offer is accepted; or
  - iii. Attempt to contact Shippers directly or make your business identity or contact information available to Shippers by the use of photographs, images, text or logos.
- g. If you are a Shipper, you must not:
  - i. Use our platform to negotiate with a carrier not registered with GT
  - ii. Attempt to contact directly with the carrier or show your identity or contact information by any means unless shipment offers are accepted
  - iii. Refuse to fulfill the agreement terms, once the agreement made between shipper & carrier

## 6. REGISTERED ACCOUNTS - CANCELLATION/ BREACH/SUSPENSION/TERMINATION

- a. You may cancel your Account or Profile registration upon notice to us. Such cancellation shall not entitle you to cancel or vary any Shipping Agreement already in place to provide or pay for Transport Services.
- b. Without limiting other remedies available to us at law, in equity or under these Terms, we may immediately issue a warning, temporarily suspend or indefinitely suspend your access to the GT Platform and refuse to provide Site Services to you if:
  - I. We are acting reasonably, believe that you have breached any of these Terms
  - II. We are unable to verify or authenticate any information that you provide to us; or
  - III. Acting reasonably, we believe that your actions may cause damage and/or legal liability for us, other Carriers or other Shippers.
- c. We may terminate your Account or access to the GT Platform with immediate effect if:
  - I. You breach any of these Terms and such breach is not rectified within 7 days being notified by us in writing or immediately if such breach is not capable of remedy; or
  - II. You become subject to any kind of insolvency event.

## 7. PROHIBITED PURPOSES OF SITE

You must not, under any circumstances, use the Site, the Site Services, the Content or your Account:

- a. For any unlawful purpose;
- b. To solicit others to perform or participate in any unlawful acts; or
- c. To violate any regulations or laws applicable in Pakistan or Internationally.

You agree that you will not:

- a. Attempt to amend, deface, hack or otherwise interfere with the GT platform or services provided on our platform or any Content published on the Site;
- b. Hack into any aspect of the platform, corrupt data or cause annoyance to other users of the GT platform;
- c. Infringe upon any other person's intellectual property or other proprietary rights;
- d. Disclose any information to which you gain access as a result of the GT Services that is by its nature confidential;
- e. Send any unsolicited advertising or promotional material (spam) to us or to other users with whom you come into contact on the Site or via the Site Services; or
- f. Attempt to affect the performance or functionality of any computer facilities of or accessed through the Site.

## 8. INTELLECTUAL PROPERTY

Any intellectual property on the GT Site and in Services sold on the Site/application belongs to us or has been lawfully licensed to us by third parties. This includes copyrights, trademarks, proprietary information, designs, patents and other intellectual property rights, trade secrets, business information, business names, logo designs, text, videos, audio files, graphics, presentation slides, other files and software ("Content"). Your use of the Site, including purchase of or access to any Services or Content, does not grant or transfer any rights, title or interest to you in relation to the Site, Services or the Content.

To the extent that you submit any information or material to us relating to a Shipper or Carrier Profile, a Job Request or by otherwise posting on the platform, you automatically grant us a license to use the information or material for the purpose for which it is provided.

You agree that access to the Site and the GT Platform, and any material or information contained in it, is granted by us on the condition that such access is for your own use only and such access may not be sold, used or redistributed for any other purpose.

You must not use screen scraping, data mining or any similar data gathering and extraction technological devices on this Site for the purpose of reproducing information contained on this Site on or through any other medium.

## 9. LIABILITY

- a. Registering on GoTrukker (GT) platform does not make you an agent, legal representative, joint venture, or partner of GT for any purpose. You understand and agree that you will act as an independent party and are in no way authorized to make any contract, warranty or representation on behalf of GT, or to create any obligation expressed or implied on behalf of GT. It is expressly agreed and understood that you shall not be considered as having any employment status with GT, or as being entitled to any plans, distributions, or benefits extended by GT to its employees.
- b. GT's sole obligation is to arrange transportation of cargo by a Carrier that is appropriate and authorized to operate by all applicable country regulations. As a Road freight broker, GT does not take possession, custody or control of any cargo. As per the shipping agreement the Shipper is responsible for all Shipping Payments to the Carrier, and the Carrier is responsible for delivering the Transport Services to the Shipper.
- c. GT is not an agent of any carrier, and no carrier is an agent of GT. No interpretation of written or oral remarks in any agreement or document shall be construed to imply GT as a motor carrier, or that GT is subject to the regulatory or legal requirements or liabilities of a motor carrier. GT has no responsibility or liability for any transportation or motor carrier services provided to any shipper or any other party using the services. No interlining arrangement is created by this agreement.
- d. You indemnify and release us, our affiliates, officers, employees, and agents from any loss, liability, claim or demand (including legal fees) incurred or made by you or any third party in connection with your use of GT Platform.
- e. Neither we nor any of our affiliates, officers, employees or agents are liable for any direct or indirect losses, liabilities, claims, actions, loss of use, loss of data, loss caused by a virus, loss of income or profit, loss of or damage to property, claims by third parties or any other losses arising from or in connection with:
  - i. Your use of our Site, the Site Services or the GT Platform;
  - ii. Your inability to access our Site,
  - iii. Interruption or outage of our Site;
  - iv. Any Content that is inaccurate, incomplete or out of date;
  - v. Acts or omissions of any Shipper, Carriers generally or the Carrier specifically, including where that act or omission results in a loss of or damage to goods;
  - vi. Use of the Site or the GT Platform or information on or provided through the Site or the GT Platform or any information or advice otherwise provided through us, a Shipper or Carrier, even if we have been advised of the possibility of such loss or damage; or
  - vii. Removal or termination of your access to the Site and the GT Platform.

## 10. DISCLAIMER

The Site and the GT Platform are provided on an "as is" and "as available" basis. While we use best endeavors to vet Carriers, we do not check the truth or currency of all information that Shippers and Carriers provide via the GT Platform. To the maximum extent permitted by law, we make no representations or warranties about our Site, the Content, Services or the GT Platform or any Shipper or Carrier. In particular, we do not represent:

- a. Suitability, reliability, completeness, security, accuracy or fitness of the Site or the GT Platform, Content and Site Services or any linked third party website for any particular purpose;
- b. The trustworthiness, creditworthiness or other attribute or characteristic of any Shipper or Carrier;
- c. That access to the Site or the Services will be free of any harmful components (including viruses) or other code that is harmful; or

- d. That there will be no failure of communications or data storage.

We endeavor to ensure the Site and GT Platform are accessible all times. However, we are not liable if it is interrupted or unavailable at any time or for any period.

We are not a party to any Shipping Agreement or other transaction between Shippers and Carriers. Any use of or reliance on the Site, the Site Services or the Content or entry into a Shipping Agreement is entirely at your own risk.

## 11. PAYMENT

All prices advertised or offered by the carrier on the Site are in Pakistani Rupees and must include all types of taxes that need to be deducted from the shipper. Prices offered may not be changed.

Any fees charged by GT against services will be payable in advance either in form of cash, easy paisa or any other banking means

By submitting payment information, you authorize us to provide that information to third parties (such as our payment platform) to facilitate payment. You agree to verify any information requested by us or our payment platform for the purposes of acknowledging or completing any payment.

## 12. CANCELLATION AND REFUNDS

We do not offer refunds except where expressly set out in these Terms or required by Law. We do not offer refunds because you change your mind. The onus is on you to read information about the Services and these Terms thoroughly.

If a job does not proceed as agreed on the GT Platform due to an act or omission of the Carrier (such as a failure to collect the load), Shippers will be entitled to a full refund of advance payment. Carriers release and indemnify us against any claim against us connected with the Shipper's or the Carrier's obligations or rights to complete a Job.

If the Shipper cancels a job after the Carrier has sent collection notification through the GT Platform, the Shipper will be entitled to a partial refund of the Transport Fee, after the deduction of the Platform Fee and any Futile Charge.

If we agree or are required by law to grant you a refund:

- a. We will refund your money within 60 days of the entitlement arising;
- b. We will immediately remove your access to the Site and the GT platform; and
- c. You must immediately cease using and destroy any material provided to you or downloaded as part of the GT Services.

Having your account access removed or managed in the course of the GT Services does not entitle you to any refund of the price.

If a dispute arises between the Shipper and the Carrier relating to a Job and we reasonably believe that any User (either the Shipper or Carrier) has demonstrated poor conduct then we may suspend, terminate, or impose additional obligations on that User's Account without notice, at our sole discretion.

## 13. PLATFORM FEES

- a. A Job is secured when the Shipper accepts the Carrier's offer and payment terms are agreed between both parties.
- b. We will charge each Carrier a minimal commission fee, which will be payable at Bilty creation in case of COD payment or deducted from carrier shipment charges in case of payment via Easypaisa or other banking channels.
- c. We may charge a commission Fee to the Shipper in relation to each accepted Carrier's offer for which a Shipping Agreement is entered into between the Carrier and the Shipper. Shipper's commission will be payable directly to GT as per agreed payment terms.

- d. Offered amount must be in Pakistani Rupees, and inclusive of GST and other taxes or charges deductible from the shipper.
- e. We may change the types, amounts and method of calculation of the Platform Fee at any time, at our absolute discretion. Any such change will be published/notified in advance or on the Site.
- f. By using the GT Platform, you agree to the terms of payment facility, which can be reviewed [here](#).

#### 14. CHARGEBACKS

- a. If we receive notice of a chargeback from our payment service provider and we are required to refund or reverse all or part of any payment to a Carrier, an account holder or their bank or such a refund is debited from our account then:
  - i. The Carrier must reimburse us for that amount; and/or
  - ii. We may set amounts due to the Carrier under this clause off against any other payments due by us to the Carrier; and/or
  - iii. We will invoice the Carrier for the chargeback amount which the Carrier must pay within 7 days of receipt of the invoice
- b. We will be discharged from any obligation to remit that amount to the Carrier.
- c. We may charge the Carrier an additional amount being an extra charge levied on us by the bank for the chargeback amount.

#### 15. LOGISTICS PLATFORM RATING AND REVIEW FUNCTION

- a. You acknowledge and agree that participation in the GT Platform requires you to submit to the GT Platform Rating Function, via which Shippers and Carriers may post comments and observations regarding their experiences with other users of our services.
- b. While Site rules require users to only post such comments that are honest, fair and reasonable and which can be substantiated, we cannot guarantee that all comments will comply with this requirement.
- c. You are entitled to reply to any complaints available on your Rating profile.
- d. You acknowledge and agree that any information or material submitted to the GT for inclusion in the Rating Function (whether by Shippers or the Carrier) is and will be treated by us as non-confidential and non-proprietary and we may use such material without restriction.
- e. If a Carrier makes or responds to any comment on the Rating Function, that Carrier must not post or transmit any material which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or otherwise objectionable or which is otherwise not publicly acceptable.
- f. You acknowledge that any material that you post to the Review Function of the Site may be removed or modified by us without notice at any time.
- g. Without limiting any of our rights under these Terms, we may in our discretion terminate or restrict the Carrier's Account or Profile registration and ability to use the GT Platform and Site as a Carrier, if we believe the Carrier is the subject of consistent, frequent or otherwise substantially negative feedback.

#### 16. ENTIRE AGREEMENT

These Terms, together with any changes agreed in writing, constitute the entire agreement between us and you in relation to your use of the GoTrukker Site and Services and supersede all previous communications, negotiations, and agreements, whether oral, written or electronic.

If any of these Terms is found to be invalid or unenforceable by a court of law, that invalid or the unenforceable term will be severed and will not affect the remainder of the Terms, which will continue in full force and effect.

## 17. GOVERNING LAW

If you believe that a dispute has arisen between us in relation to the Site Services or these Terms, please contact us in writing so that we can both, acting in good faith, work to resolve the dispute as quickly as possible. Where a dispute cannot be resolved, you agree to submit to the appropriate arbitrary party or court within the jurisdiction of the GoTrukker Registered office.

## 18. THIRD PARTY SITES AND LOCATION INFORMATION

GT Platform might contain links to third party websites, services, and advertisements for third parties (collectively, "Third Party Sites"). Such Third Party Sites are not under the control of GT and GT is not responsible for any Third Party Sites. GT does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites. You use all Third Party Sites at your own risk. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites.

Location data provided by the GT is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property, or environmental damage, or other loss. Neither GT, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed, whether provided by GT, third-party content providers, or Users.

Geolocation data that you upload, provide, or post on the services may be accessible to certain users of the platform. You assume any and all risk of providing such data to other Users of the Services.

## 19. Promotional Code

GT may, at its sole discretion, create promotional codes that may be redeemed for user Account credit, or other features or benefits related to the GT Services, subject to any additional terms that GT establishes with each promotional code ("Promo Codes"). You agree that Promo Codes:

- a. Must be used for the intended purpose, and in a lawful manner;
- b. May not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by GT;
- c. May be disabled at any time for any reason without placing any liability on GT;
- d. May only be used pursuant to the specific terms that are established for such Promo Code; are not valid for cash; and may expire prior to its use.

GT reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that GT determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms and Conditions.

## 20. Bilty Conditions

Subject to Terms & Conditions, already mentioned above, the Following conditions are applicable on each bilty generated on GT App:

- 1- It is the responsibility of carriers to completely inspect loads/goods at the time of loading and discuss with the shipper as well GT team any difference in details from bilty.
- 2- In case of perishable or fragile items leakage/demurrage, Shipper shall exclusively mention and inform in bilty regarding safety & handling requirements. In case of any loss due to leakage or damage, carrier will be responsible for any negligence and mishandling of items
- 3- It is the receiver's responsibility to properly check the goods before unloading and acknowledging the receipts in GT App

- 4- Booking of illegal items is strictly prohibited on GT Application. Any misdeclaration of weightage and commodity type of shipment will be accountable to the shippers and carrier in case he is found guilty.
- 5- In case any loss or damage due to carrier negligence, shipper shall immediately inform the GT team and carrier. It is the responsibility of the carrier to bear losses occurred due to difference in quantity or other loss due to negligence of driver. Amount of loss will be assessed by shipper and agreed between shipper & carrier. Shipper has the right to hold the truck at the dropoff point till adjustment of losses are agreed between both parties.
- 6- The bilty generated from the GT application is assumed to be digitally signed and accepted on the occurrence of the following events:
  - a. By shipper & carrier on loading of goods on vehicles and entry of weight/quantity in driver application.
  - b. By receiver, on the acknowledgment of receipt through shareable link.
- 7- All details, including the locations, quantity, condition of commodity, type of goods and financial conditions are added by shipper and carrier while creating a request, both are obliged to acknowledge the information prior movement. GT app shows the respective information in E-bilty/ downloadable.



## B. DEFINITION OF TERMS

### 1. “MOTOR CARRIER” OR “CARRIER”

Carrier means the legal entity identified during the registration process to provide the road freight Services. As a Carrier, you are an independent contractor and remain solely responsible for screening, selecting, hiring, training, supervising, managing, assigning, and dispatching any drivers; as well as for the inspection and maintenance of motor vehicle equipment and accessories. You are solely responsible for your own actions, omissions, training, oversight, compliance with regulatory and safety requirements, and all management of your equipment, services, drivers, employees, contractors, agents and servants. You maintain sole control over the methods and results by which you perform cargo transportation services, and retain the sole duty to provide, maintain, manage and control the equipment, personnel, and expertise required to transport Shippers’ cargo. You are solely responsible for the acts and omissions of any employees, agents, contractors, and subcontractors used in the performance of transportation of Shipments.

### 2. “Shipper”

Shippers are customers of GoTrukker. As a Shipper, you warrant that you own, possess, or otherwise have rights to transport cargo you seek to ship using the GT platform.

### 3. “GoTrukker Marketplace”

GoTrukker offers a platform to connect Shippers and Carriers, carriers provide transportation services to shippers, which may be scheduled through the use of our platform. GT does not provide actual transportation services or act in any way as a Carrier and has no responsibility for any shipping services that will be provided to Shippers.

### 4. “Shipping Agreement”

Shipping agreement is an arrangement between shipper & carrier, that carrier will transport shipper’s goods from pick-up to delivery point as per terms defined/agreed on GT platform. The agreement is deemed to be signed or accepted by both parties once the offer or counter offer is accepted.

GoTrukker is an independent service provider and does not act as the agent of either the Shipper or the Carrier.

### 5. “Bilty”

Bilty is a document generated to acknowledge road freight services from one location to another. It is either electronic or hardcopy format, digitally acknowledged by both parties. Bilty document will be created digitally on GT application based on shipment details as entered by concerned parties during loading of consignments.

### 6. “Bilty Content & Purpose”

Bilty documents act as an undertaking that consignment will be delivered at destination through determined vehicle & driver in the bilty document. Minimum information that Bilty document holds as follows:

- Name and address of the Carrier
- Name of the consignee (Receiver)
- Consignor’s Name & Address (sender of the goods)
- Bilty Date
- Name & place of origin as well as destination
- Description of goods
- Number of packages
- Total weight
- Freight charges
- Vehicle registration number
- Driver Name, NIC & contact details

**7. “Transport Fee”**

Transport fee means the fee for the Transport Services, which is charged by the Carrier to the Shipper under the terms of the Shipping Agreement.

**8. “Transport Services”**

Transport service means the freight, carriage or transport services that the Carrier provides to Shippers under the terms of the Shipping Agreement.

## C. SHIPPER'S TERM OF SERVICES

### 1. OUR SCOPE

These terms of services are applicable on:

- a. Any person registered on the GT app as a Shipper;
- b. Entity whose authorized person registered as a shipper on GT Platform;
- c. Any employee, agents, contractors and subcontractors, etc. used by the shipper in receiving the transportation service as per shipping agreement.

### 2. SHIPPER PROFILE REGISTRATION

If you are a Shipper, you warrant that:

- a. You will submit true and accurate information when registering your Shipper Profile and accessing the Site or GT Platform; and
- b. Your Account and Shipper Profile information will be kept up to date from time to time during the period that you maintain a Shipper Profile on GT platform.

### 3. ACCEPTANCE OF OFFERS

If you are a Shipper, you warrant that:

- a. On acceptance of offers, you must agree to pay timely the transportation charges (calculated on the basis offer accepted by Shipper) as per agreed payment terms.
- b. When you accept an offer, we may charge you the commission Fee to cover the provision of the GT Services. The commission fee does not cause us to be liable for the transport services or any obligations in the Shipping Agreement that you enter into with your chosen Carrier.

### 4. CANCELLATION, COMPLAINTS AND REFUNDS

- a. Shipments confirmed/accepted through GT Platform are final, and no cancellations can be guaranteed through the application.
- b. If a Shipper wishes to cancel a Job, or cannot complete a Job as the case may be, then Shipper may request a cancellation and refund of the advance payment by contacting us in writing
- c. Any cancellation or delay of Job by the Shipper after the Carrier has departed to collect the load may attract a Futile Charge, including in the following circumstances:
  - i. Freight is not ready for collection;
  - ii. Shipper is unprepared or unable to load the freight onto the Carrier's vehicle (e.g., equipment failure);
  - iii. The Shipper has provided incorrect weights and/or dimensions in its Job Request or when entering into the Shipping Agreement; or
  - iv. There is an unexpected delay in arranging for the freight to be loaded onto the Carrier's vehicle, which was outside of the Carrier's control.
- d. Shippers are entitled to reply to any Carrier complaints left on their publicly available Rating Function or Shipper Profile. Any responses that breach our website rules may also result in suspension, termination or additional penalties on the Shipper's account without notice.

### 5. SHIPPER WARRANTIES

If you are a Shipper, you agree and warrant that you will:

- a. Do not use any GT Platform for illegal purposes, including without limitation, by posting to the Site information encouraging conduct that would constitute a criminal offense;
- b. Do not use any feature of the GT platform to send unsolicited commercial emails to any other users of the Site or GT Platform, whether individually or as a group;
- c. Do not copy, translate, reproduce, communicate to the public, adapt, vary or modify anything on the platform without our prior written consent;
- d. Do not use anything on this platform for or in connection with any business or enterprise (whether for profit or otherwise) that is in competition with us;
- e. Do not use our platform to engage in misleading or deceptive on-line marketing practices;
- f. Provide us complete and accurate contact details when using the GT Platform enabling Carriers to contact Shipper as requested;
- g. Complete and pay for any Transport Services agreed to be delivered by a Carrier as per agreed payment term;
- h. Carry all insurance (including load insurance) required as a matter of law or prudent commercial practice;
- i. Do not use GT Platform in relation to the actual or proposed transportation of any illegal or prohibited goods; and
- j. Do not use GT Platform to procure the handling of or the transportation of goods in respect of which Shipper has no title or other right.
- k. Agree that GoTrukker will not be liable for loss, damage, theft, destruction, or delayed delivery of any cargo; are solely responsible for obtaining any first-party insurance to cover any anticipated losses of goods

## **6. Claims for Loss or Damage**

In case of any claim for loss, damage, destroyed, or delayed shipments, the Shipper will notify the GT by virtue of written notice of cargo claim either against the carrier or from the Insurance company. GT may facilitate the processing of claims; PROVIDED, however, you understand and agree that, notwithstanding GT's participation in or assistance with any cargo claim, GT is not liable for any loss which was not proximately caused by GT's own wrongdoing.

## **7. Delivery, Documentation Loading / Unloading & Acceptance of Load**

- a. Wherever necessary, the Shipper shall ensure the provision of all information and/or documentation reasonably necessary to arrange the provision of the cargo transportation service. The aforementioned documents/information shall also include any and all measures that the Carrier is required to undertake prior to the delivery of the Shipment to the destination address. The Shipper shall also ensure to inform the Carrier, where relevant, of any special instructions in connection with the Shipment, such as handling specifications, motor vehicle features, and stowing conditions. Otherwise, the Shipper shall be held liable for all damages arising from the absence, insufficiency, inaccuracy, omission or irregularity of these documents and information, except in cases where the negligence of the Carrier is proved.
- b. The Shipper shall ensure the availability of loads to the Carrier at the specified time and location as per the bilty & shipping agreement.
- c. The Shipper shall be responsible for the correct packaging of the loads constituting the Shipment. The goods to be delivered should be appropriately packed and wrapped, for the provision of the transportation service under normal circumstances, and in a manner that does not constitute any danger to the Carrier, its Driver, or third parties. The Shipper shall be held liable for any damage or harm caused to individuals and/or transportation equipment, as well as for the expenses incurred due to the Shipper's non-compliance with the aforementioned packaging obligations.

- d. The Shipper shall carry out the activity of loading the cargo constituting the Shipment into the Carrier's motor vehicle. Accordingly, the Shipper shall be held liable for any damages caused during the loading and unloading of the loads. The Carrier shall not be held liable for the unloading of the cargo at the Shipment's destination address, except as otherwise stated explicitly in the shipping agreement that the unloading shall be carried out by the Carrier or a designated individual and/or entity other than the Shipper's authorized recipient, in which case, the Carrier or such designated individual and/or entity shall be held liable for the unloading process.
- e. The Shipper shall not insert "GoTrukker" on any receipt, manifest, or other shipping documents, or any agreement entered into between the shipper and the Carrier. In the event you do so, such insertion shall be deemed to be for your convenience, or due to your oversight, and shall not operate to alter GT's status as a neutral intermediary marketplace or the Carrier's status as the responsible Carrier. The provisions set forth in any shipping document used by a Carrier or you shall not supersede, alter, or modify any term of this Agreement or place any liability or responsibility on GoTrukker.
- f. The Shipper will ensure the acceptance of the Shipment by communicating and corresponding with the authorized recipient. In the event, a Shipment is not duly completed, due to the unavailability of the recipient at the destination address, or due to the authorized recipient's denial to accept the Shipment, or due to the failure of the authorized recipient to provide the receiving, or due to the authorized recipient's inability to provide the technical or human assistance as required for unloading and handling the loads, the Shipper shall be held liable for any and all expenses and damages associated with failure to accept Shipment that may be caused to the Carrier.

In the event the Shipment cannot be duly completed due to justified causes, the Shipper shall authorize GT to adopt an alternative arrangement to be implemented by the Carrier, and GT shall remain excluded from any liability that may ensue due to the adoption of such alternative arrangements. The Shipper shall be held liable for any and all costs, including those derived from the potential loss of and/or damage of the cargo, as well as any expenses and damages that may result from and/or are associated with adopting an alternative arrangement.

- g. In the event, there is an unreasonable delay, in offloading of goods from vehicles, in the clearance of vehicles either at pick-up or destination spots or any other reason that causes the vehicle to remain idle due to delays from the shipper side, the Carrier have the right to claim detention charges from the shipper as per Industry norms. The shipper shall be responsible for the payment of such amounts. GT may perform the arbitrary role to settle such claims, however, it is to be cleared that GT is not liable for any loss which was not proximately caused by GT's own wrongdoing.

## D. CARRIER TERMS OF SERVICES

### 1. OUR SCOPE

These terms of services are applicable on:

- d. Any person registered on the GT app as a Carrier;
- e. Entity whose authorized person registered on GT Platform;
- f. Any employee, agents, contractors and subcontractors, etc. used by the carrier in providing the transportation service as per shipping agreement.

### 2. REGISTRATION OF CARRIER PROFILE

- a. If you are or represent a Carrier, you may register in GT Carrier App to search & quote for Jobs.
- b. Carrier registration is subject to acceptance of your application, at the GT team's absolute discretion.
- c. You must agree to provide any documentation reasonably required to verify your registration and ability to deliver Transport Services, including:
  - i. Name;
  - ii. Email address;
  - iii. Telephone number;
  - iv. Business Address and Name;
  - v. NTN and ST registration;
  - vi. Business details: e.g. specification and capacity of vehicles in fleet;
  - vii. Registration details of fleet vehicles;
  - viii. Insurance details; and
  - ix. Names, date of Birth, and Drivers' License numbers & CNIC;
- d. Without limiting any other right or obligation, you must immediately notify for any change in circumstances or any other fact or matter that would or might be a breach of these Terms or otherwise a basis for disqualifying the Carrier.
- e. Carrier Profiles are not capable of assignment or transfer to another person or entity without GT's written consent.

### 3. CARRIER WARRANTIES

Each Carrier that registers a Carrier Profile agrees and warrants that:

- a. Carrier is under no legal or other impediments that may prevent it from fully carrying out its obligations under these Terms or any Shipping Agreement;
- b. Carrier will be in all respects able to fulfill completely any Job or Shipping Agreement in respect of which it Quotes;
- c. Carrier has all documentation required of, or that would be commercially prudent for, a transport service provider in the Carrier's position and area of business;
- d. Carrier will ensure that all information (including but not limited to that set out in any application for registration as a Carrier) including information relating to the Carrier's qualifications and capacity is true and correct in every respect and will be updated by the Carrier if and when it materially changes during the period of the Carrier's use of the GT Platform;
- e. Carrier will comply with its obligations towards Shippers as set out in any Shipping Agreement;

- f. Carrier will not use GT Platform for any illegal purposes, including without limitation, by encouraging conduct that would constitute a criminal offense;
- g. Carrier will not use any feature of the Site to send unsolicited commercial or marketing emails to any other users of the website or GT Platform, whether individually or as a group;
- h. Carrier will not copy, translate, reproduce, communicate to the public, adapt, vary or modify anything on GT App or website without prior written consent;
- i. Carrier will not use anything on the GT Platform for or in connection with any business or enterprise (whether for profit or otherwise) that is in competition with us;
- j. Carrier will not damage, modify, interfere with, disrupt or destroy the files, data, passwords, devices, or resources that belong to us or do anything that compromises the security of the website or GT platform;
- k. Carrier will not use our website or GT platform to engage in misleading or deceptive online marketing practices;
- l. Carrier will not use the Site to transmit junk mail, spam, chain letters or engage in other flooding techniques or mass distribution of unsolicited email;
- m. Carrier will provide complete and accurate contact details when using the GT Platform enabling Shippers to contact the Carrier (and vice-versa) as requested;
- n. Carrier will not use GT Platform to facilitate the actual or proposed transportation of any illegal or prohibited goods;
- o. Carrier will comply with all laws and regulations regarding the provision of the Transport Services as well as all other applicable laws and regulations;
- p. While using the GT platform, it consents to the app accessing its geographical location; and
- q. Carrier will not use the website or GT Platform to procure the handling or the transportation of goods in respect of which the Carrier knows, suspects or ought to know or suspect the Shipper has no title or other right.
- r. Carrier shall perform all transportation services pursuant to this Agreement with Vehicles that are regularly maintained and in good order, condition and repair and meet all applicable rules and regulations. Carrier will not supply vehicles that have been used to transport hazardous wastes of any kind, including solid or liquid hazardous. Carrier will furnish cargo vehicles for transporting that is clean, dry, leak proof, free from harmful or offensive odor, sanitary, and free of any contamination, suitable for the particular commodity being transported, and which will not cause in whole or in part contamination of the commodity.

#### **4. CARRIER LIABILITY FOR CARGO LOSS OR DAMAGE**

- a. Carrier, once pick-up the goods from a defined location, is liable for lost, destroyed, damaged, or delayed Shipments as per shipping agreement unless it is proved that such loss or damage was not due to the driver or carrier's negligence. Such liability shall include, but not be limited to, amounts required to inspect, test, segregate, and process claims. In addition to any such liability, if the Shipper assesses charges against the carrier for late deliveries, the Carrier shall be responsible for such amounts regardless of whether these losses, damage, or destruction to the Shipment in question.
- b. Carrier will abide by any cargo handling instructions communicated by the shipper or GT Team, including any regarding the provision of temperature-controlled service.
- c. Any attempt to limit a carrier's liability for lost, destroyed, damaged or delayed Shipments, including, but not limited to, via provisions contained in any shipping agreement, delivery receipt or tariff shall be deemed null and void.

#### **5. GENERAL PAYMENT TERMS**

You agree that you are responsible for the collection and/or payment of all taxes, which you may be liable for in any jurisdiction arising from your use of the Service. GT is not responsible for collecting, reporting, paying, or remitting to you any such taxes.

If the shipper agreed to pay transportation charges through Easy paisa or other bank channels, GT shall pay freight charges to you on the Service as per the agreed payment term regardless of payment terms agreed between Shippers & GT. You shall not invoice or otherwise attempt to collect any amounts related to transportation services provided concerning any Shipment from any Shipper or any other third party; Carrier shall look solely to GT for payment of freight charges hereunder.