

1. Program Overview

The Emerging Enterprise Program (EEP) by Delhivery is a strategic initiative aimed at supporting high-growth businesses by providing complimentary access to TransportOne, Delhivery's state-of-the-art Transport Management Software (TMS).

Through this initiative, businesses can:

- Optimize logistics operations by leveraging real-time tracking, intelligent route planning, and automated shipment management.
- Enhance supply chain efficiency by reducing manual interventions, streamlining order processing, and gaining visibility into their freight movements.
- Seamlessly manage transportation needs with intuitive dashboards, analytics-driven decision-making, and integrations with logistics networks.

The EEP is designed to help businesses improve cost efficiency, increase operational reliability, and adopt best-in-class technology for managing freight movements, all at zero cost for the duration of the program.

2. Eligibility Criteria

To participate in the EEP, businesses must meet the following criteria:

- Be a registered business in India with an annual revenue between INR 500 Cr – INR 1500 Cr, based on the last three audited financial years.
- Operate in the Manufacturing, Retail, or Distribution sectors.
- Must not be an existing TransportOne customer at the time of application.
- Group companies, affiliates, and subsidiaries of an eligible business are not eligible for this program.
- Selection is at Delhivery's sole discretion, based on the business's logistics potential and alignment with the program's objectives.
- Businesses may be required to submit supporting documents (e.g., audited financials, registration details) as part of the selection process.
- If a participating business undergoes a merger, acquisition, or restructuring that affects its eligibility, Delhivery reserves the right to review and revoke participation.

3. Program Benefits

Participants in the EEP will receive the following benefits:

- 12 months of free access to TransportOne, including all platform features.
- A monthly allocation of 75,000 credits, which can be used for up to 500 FTL/LTL trips on average.

- Trips beyond 500 per month can be availed at an additional cost, charged on a per-trip basis, depending on the freight.
 - The estimated average cost for additional trips is INR 150 per trip.
 - The exact pricing will vary based on shipment type, distance, and freight considerations.
- Comprehensive onboarding and training support to ensure seamless integration with business operations.
- Ongoing technical assistance and dedicated customer support throughout the program duration.

Participants will be notified of their credit usage and any additional charges through automated alerts and statements within TransportOne.

4. Duration & Active Participation

- The EEP subscription is valid for 12 months from the date of activation.
- While there is no strict minimum usage requirement, businesses are expected to actively engage with TransportOne to maximize program benefits.
- Delhivery reserves the right to monitor platform activity and assess participant engagement levels.
- If a business remains completely inactive for an extended period, Delhivery will attempt to re-engage the participant through reminders, notifications, and outreach efforts.
- If, despite multiple engagement attempts, no activity is recorded, Delhivery may, at its sole discretion, revoke program access without any obligation to reinstate the participant.
- At the end of the 12-month free subscription period, participation in the EEP will automatically transition to a paid subscription under standard TransportOne pricing. Participants will be notified in advance of applicable pricing, billing cycles, and payment terms. If they do not wish to continue, they must inform Delhivery in writing at least 30 days before the free period ends to avoid automatic billing.
- Failure to opt out will result in automatic continuation under the paid plan, and participants shall be liable for any charges incurred post-transition. Delhivery reserves the right to offer customized pricing, discounts, or extended trials at its sole discretion.

5. Confidentiality & Data Protection

- Participant data will be handled in accordance with Delhivery's Privacy Policy, ensuring compliance with applicable data protection regulations.
- Delhivery will not share participant data with third parties unless:
 - It is explicitly required for platform functionality or service enhancements.
 - The participant has provided prior consent for data sharing.
- Any data collected during the program will be used solely for improving the participant's logistics experience and will be kept confidential.

- Delhivery may use aggregated, anonymized data for analytical and operational improvements without revealing any participant-specific information.

6. Marketing & Publicity

- Participants agree that Delhivery may use their name, logo, and participation details for marketing, promotional, and public relations purposes. This includes but is not limited to website features, case studies, testimonials, press releases, and other marketing materials.
- Participants may also be requested to provide testimonials or participate in case studies detailing their experience with TransportOne. While participation in case studies and testimonials is encouraged, Delhivery will coordinate with participants to ensure appropriate approvals before publishing detailed business-specific content.
- By joining the EEP, participants grant Delhivery a non-exclusive, royalty-free license to use their name, logo, and feedback in marketing and promotional activities, provided that such use does not misrepresent the participant's endorsement or create false affiliations.

7. Limited Liability

- The EEP is provided on an "as is" basis, without any express or implied warranties regarding performance, uptime, or suitability for specific business needs.
- Delhivery shall not be liable for:
 - Any business disruptions, system downtimes, technical failures, or unavailability of TransportOne.
 - Indirect, incidental, special, or consequential losses, including but not limited to lost revenue, operational delays, or opportunity costs arising from participation in the program.
 - Any decisions made by participants based on TransportOne insights, analytics, or reports, including any inaccuracies or system-generated recommendations.
- The participant assumes all risks associated with the use of TransportOne and acknowledges that:
 - Delhivery is under no obligation to provide uninterrupted or error-free service.
 - Participation in the program does not create any legal, financial, or contractual obligation on Delhivery's part beyond what is explicitly stated in these terms.

8. Governing Law & Dispute Resolution

- These Terms & Conditions shall be governed by and interpreted under the laws of India.
- Any disputes arising in connection with the EEP shall be subject to exclusive jurisdiction in the courts of New Delhi, India.

9. Program Modifications & Termination

- Delhivery reserves the right to modify, extend, suspend, or discontinue the EEP at any time, with or without prior notice, at its sole discretion.
- Any changes to the terms, eligibility criteria, program benefits, or operational aspects will be communicated by Delhivery, but prior notification is not mandatory.
- If a participant:
 - Violates these terms,
 - Misuses the platform, or
 - Fails to engage with the platform despite multiple outreach attempts,
Delhivery may immediately revoke access to the EEP without any liability or obligation to reinstate the participant.

10. General Disclaimer & Absolute Discretion

Participation in the Emerging Enterprise Program is entirely at the discretion of Delhivery and does not create any entitlement, legal rights, or enforceable claim against the company. Acceptance into the program, continued participation, or receipt of any benefits shall not be construed as a contractual right, obligation, or guarantee by Delhivery. The company retains absolute discretion in approving, modifying, or terminating any participant's access to the program at any stage, with or without cause, and shall not be required to provide explanations or justifications for its decisions.

Furthermore, no legal action, claim, or proceeding shall be maintainable against Delhivery for any modifications, rejections, discontinuation, or other decisions related to the EEP. Delhivery reserves the unrestricted right to withdraw, alter, or amend the program's structure, benefits, or conditions at any time, without prior notice, and without incurring any liability to participants for any losses, costs, or expectations arising from such changes.