

TLC Legal Terms and Conditions

Updated November 2021

IMPORTANT MESSAGE

PLEASE READ THESE LEGAL TERMS AND CONDITIONS PROVIDED BELOW CAREFULLY BEFORE CLICKING THE BOX INDICATING YOUR ACCEPTANCE, PROVIDING THE INFORMATION INDICATED ABOVE, OR USING THE SERVICES (DEFINED BELOW). BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE AND PROVIDING THE INFORMATION INDICATED ABOVE, OR BY USING THE SERVICES, YOU (A) AGREE TO THE TLC LEGAL TERMS AND CONDITIONS ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY (“**CUSTOMER**”) IDENTIFIED ON THE REGISTRATION PAGE, (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO DO THAT. IF THESE STEPS ARE NOT WHAT YOU INTEND, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, THEN DO NOT CLICK THE BOX INDICATING YOUR ACCEPTANCE.

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Definitions

- **“Affiliate”** means any entity which Controls, is Controlled by, or is under common Control with Customer or with TLCN, as applicable.
- **“Agreement”** means the combination of these TLC Legal Terms and Conditions and the TLC Privacy Policy (located at www.tracklivecargo.com), and any referenced addendums, amendments or schedules.
- **“Carriers”** means TLC seafreight carriers and airfreight carriers to which TLC provides connectivity via the Platform.
- **“Confidential Information”** means non-public information of either Party, in whatever form that it is disclosed under this Agreement and that (i) is marked as confidential; (ii) if disclosed verbally, is identified as confidential at the time of disclosure; or (iii) by its nature reasonably should be understood to be confidential. Confidential Information may include information regarding a Party’s products, business plans, customers, technology, software, trade secrets, technical data, methodologies, or a third party’s confidential information.
- **“Control”** means possession, directly or indirectly, of power to direct or cause the direction of management and operating policies of an entity through the ownership of more than fifty percent (50%) of its voting or equity securities or the maximum allowed by law, contract, voting trust, or otherwise.
- **“Customer”, “You”, “Your”, or “Yourself”** means collectively (a) the company or other legal entity defined as the “Customer” in the important message paragraph at the top of this page, and (b) any Affiliate of Customer designated by Customer to make use of the Services under this Agreement, provided that Customer shall be wholly responsible for all actions or omissions by any such affiliated entity in connection with this Agreement.
- **“Data”** means the electronic exchange, communication and distribution of data supplied by the Parties from proprietary, Customer, Carrier(s), and/or public data.
- **“Parties”** means collectively TLC and Customer.
- **“Party”** means individually TLC and Customer.
- **“Platform”** means the transportation network infrastructure including the Services offered through the Platform that is designed to integrate logistics providers with each other and Carriers to provide electronic information exchange via a variety of means, including, but not limited to, the Web and certain proprietary software. The Platform may be accessed via TLC Web, TLC Mobile, and/or TLC API using the public internet and/or other communications network infrastructures.
- **“Service(s)”** means services (including, but not limited to Schedules, Tracking, Rates, Airfreight, Seafreight), products, data and information provided by or through TLC or the Platform which may be accessed by Customer via TLC Web, TLC Mobile and/or TLC API as may be expanded from time to time.
- **“TLC API”** means connectivity provided via standardized methodologies and transactions, including, but not limited to XML, JSON or EDI, to support the electronic communication of messages between TLC’s customers and the Platform, as may be expanded from time to time.
- **“TLC Tracking”** means the transmission of shipment status pertaining to airfreight shipments "UAT" or seafreight shipments "UCT" via TLC API or display of shipment status events in TLC Web or TLC Mobile.
- **“TLC Universal Airwaybill Tracking or UAT”** means the TLC Web or TLC Mobile application to track airfreight shipments.

- “**TLC Universal Container Tracking or UCT**” means the TLC Web or TLC Mobile application to track seafreight shipments.
- “**TLC Web**” means the user interface for the online TLC applications accessed via an internet browser.
- “**TLC Mobile**” means the user interface for the online TLC applications accessed via an mobile devices in the form of app or mobile browsers.

Background

Tracklivecargo (TLC) is a product owned and operated by GIZMOS Solutions (a India Corporation), (“TLC”, “We”, or “Us”) operates a platform transportation network infrastructure designed to integrate logistics providers with each other and Carriers to provide electronic information sharing and transport services. The main business office of TLC/GIZMOS is located in 9C 303, Ashok Nagar, Balkum Thane west, 400607 , India.

Use of the TLC Platform and Services

By registering, accessing, browsing, viewing, using, downloading, generating, receiving or transmitting any data, information or messages to or from the Platform, Customer hereby accepts, without limitation or qualification, this Agreement as currently constituted and as may be updated from time to time in accordance with its terms. In the event TLC posts changes to the Agreement and/or to the TLC Website, your continued use of the Platform and/or Services shall constitute Your agreement to such changes. **You agree to regularly revisit and review the TLC Legal Terms and Conditions, and the TLC Privacy and Security Policy which is incorporated herein by reference.** We may also require that You accept other terms and conditions that govern the use of particular Services at the time You register for or use that Service. This Agreement incorporates by reference the Terms and Conditions of any Service for which You register or use. In the event of any conflict, the order of precedence shall be

- i. THESE TLC LEGAL TERMS AND CONDITIONS, AND (ii) THE TLC PRIVACY POLICY.

Change of Information and Services

In its sole discretion, TLC shall control the appearance, development and operation of the Platform or the Services, TLC Web, TLC Mobile and TLC API. TLC shall in its sole discretion set standards for the messaging performance between TLC and the Customer. Information on the Platform may be changed and updated without prior notice. TLC may also make improvements and/or changes in the Platform, TLC Web, TLC API, or the Services, and/or cease to provide any of the foregoing, at any time without prior notice. In order to obtain certain Services, a Service Order Request may be required.

Fees

In general, TLC reserves the right, for Customer's access to the Platform and use of any Services, to charge (i) a fee for access and/or any data provided by or through TLC; or (ii) a connection fee, maintenance fee, transaction fee, subscription fee or other fee, as agreed between the Parties.

Intellectual Property

6.1 Each Party reserves any and all title, right and interests it may have in its trademarks, copyrights and other intellectual property rights. As between Customer and TLC, TLC shall own all intellectual property rights in the Platform, the Services, TLC Web, TLC Mobile and TLC API, separately and as a whole, including all rights in and to databases, trade secrets, patents, copyrights, trademarks, and know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign. TLC shall own any data that it creates as a result of or derived from operating the Platform, TLC Web, TLC API, and/or the Services. TLC grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, terminable license in any information and data provided to Customer (including data from third parties), directly or indirectly, by or through the Platform, TLC Web, TLC API, and/or the Services ("Platform Data"), to use that Platform Data solely for Customer's internal systems processing.

6.2 Except as expressly licensed in Section 6.1, Customer shall not at any time display, perform, copy, distribute, or use any Platform Data in any form at any time or permit any entity under its Control to cause any distribution, disclosure, or transfer to any third party of: (i) access to the Services; (ii) data and information derived from the Services; or (iii) use of the Services, without TLC's express written consent.

6.3 Customer may display or publish such Platform Data to third parties, provided that: (i) any such third party has a direct contractual and/or legal interest in and entitlement to such data; (ii) such data is necessary to facilitate completion of Customer's transactions; (iii) such use is consistent with this Agreement, applicable laws and regulations governing Customer's use of the Services; and (iv) to the extent such data is Confidential Information, such third party is bound by written confidentiality obligations at least as protective as 16 below. In no event will You acquire any ownership rights or other interest in any data or database by or through Your use of the Platform, the Services, TLC Web, and/or TLC API.

6.4 If applicable, for each Customer's customer seeking access to the Services, data or information, You warrant and represent that You shall have appropriate authority from such Customer to allow TLC to obtain, transmit, and use data or other information regarding such Customer in furtherance of this Agreement.

Errors

While TLC has used reasonable efforts to ensure that Platform Data is accurate and up to date, TLC is not responsible or liable for any errors, inaccuracies or omission in the Platform Data or in the data from which the Platform Data is derived. ALL PLATFORM DATA IS PROVIDED "AS IS" WITH NO GUARANTEES OF COMPLETENESS, ACCURACY, OR TIMELINESS OF RESULTS OBTAINED FROM THE USE OF THAT PLATFORM DATA.

Copyright

Unless otherwise noted, everything Customer sees or reads on the Platform, TLC Web, TLC API, and/or regarding the Services including, but not limited to, textual, graphical and all other content created by or for TLC, is (as between Customer and TLC) the property of TLC, and is protected by copyright and may not be reproduced, distributed, publicly performed or displayed, transmitted, or used, and related rights except as provided in these TLC Legal Terms and Conditions, without written permission of TLC. Re-publication or citation of any content generated by the Platform, Services, TLC Web and/or TLC API without TLC's written consent is expressly prohibited, except as otherwise set forth herein. The Platform, Services, TLC Web, TLC Mobile, and/or TLC API may contain other proprietary notices and copyright information, the terms of which must be observed and followed. TLC is a trademark of TLC.

Claims of Copyright Infringement

TLC respects the intellectual property rights of others, and We ask that everyone using the Platform do the same. Anyone who believes that his or her work has been reproduced on the Platform in a way that constitutes copyright infringement may notify TLC's Legal Department by providing the following information:

- a. Identification of the copyrighted work that You claim has been infringed;
- b. Identification of the material that You claim is infringing, including a description of where it is located on the Platform so We can locate it;
- c. Your address, telephone number and, if available, e-mail address, so that We can contact You about Your complaint; and
- d. A signed statement that the above information is accurate; that You have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that You are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

If You give notice of copyright infringement by e-mail or phone, TLC's Legal Department will begin investigating the alleged copyright infringement; however, We must receive Your signature by mail or fax before We are required to take any action.

Notices of copyright infringement claims should be sent to TLC at the address provided in Section 22.

Hyperlinked Web Sites

TLC makes no warranties or representations whatsoever regarding any other Web sites Customer may access through the Platform and/or the Services. When accessing a non-TLC Web site, Customer understands that that Web site is independent from TLC and that TLC has no control over the content of that Web site. In addition, a link to a non-TLC Web site does not mean that TLC endorses or accepts any responsibility for the content or the use of such Web site. It is up to the

Customer to take precautions to ensure that whatever is selected for Customer's use is in all ways suitable and free of viruses and other items of destructive nature.

Received Information and Comments

Customer shall not object to, and agrees to allow without limitation, TLC's use or transmission, including to third parties, of any data, including but not limited to information or comments, provided to TLC by Customer so long as such transmissions are in accordance with the TLC Privacy Policy and/or are in furtherance of TLC's business purposes. TLC assumes no responsibility and shall not be liable for any loss of, erroneous or unjustified transfer to any third party of, or any third party's unjustified access to or alteration of, data, information or comments provided to TLC by Customer, nor will Customer object to TLC assigning, transferring or sublicensing use or transmission of such data.

Disclaimer of Warranties

TLC DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, WITH REGARD TO THE PLATFORM, TLC WEB AND TLC API AND INCLUDING ANY DOCUMENTS, PLATFORM DATA OR OTHER DATA OR INFORMATION, ANY SOFTWARE OR ANY OF THE SERVICES PROVIDED BY OR THROUGH YOUR INTERACTION WITH THE PLATFORM, SERVICES, TLC-WEB AND/OR TLC-XML, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE PLATFORM, TLC WEB, TLC API, AND/OR THE SERVICES MAY NOT BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, OR FREE OF ANY VIRUSES. THERE IS NO WARRANTY OF TITLE OR OF NON-INFRINGEMENT.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR THE USE OF THE PLATFORM, SERVICES, PLATFORM DATA, DOCUMENTS AND ANY OTHER DATA OR INFORMATION OFFERED BY OR THROUGH THE PLATFORM, SERVICES, TLC WEB, TLC MOBILE AND TLC API. THE PARTIES AGREE THAT THE PLATFORM AND/OR SERVICES IS NOT TO BE USED TO FACILITATE COLLUSION OR OTHER CONDUCT IN VIOLATION OF THE ANTITRUST LAWS OR ANY APPLICABLE COMPETITION LAWS.

Limitation of Liability

13.1 TLC & GIZMOS SOLUTIONS LLP (INCLUDING ITS RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, LICENSORS OR AFFILIATES) SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUES, OR BUSINESS INTERRUPTION) ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR ANY DOCUMENTS, ANY PLATFORM DATA AND OTHER DATA OR INFORMATION, ANY SOFTWARE OR ANY OF THE SERVICES PROVIDED THROUGH YOUR INTERACTION WITH THE PLATFORM AND/OR SERVICES PROVIDED HEREUNDER, AS WELL AS ANY INFORMATION AND DOCUMENTS, ANY DATA OR MESSAGES GENERATED, RECEIVED, TRANSMITTED, DOWNLOADED OR OTHERWISE DISSEMINATED WHICH ARE RELATED TO OR STEM FROM CUSTOMER'S USE OF OR

REGISTRATION AT THE PLATFORM THROUGH TLC WEB, TLC MOBILE AND TLC API. THE FOREGOING SHALL APPLY: (A) EVEN IF TLC OR A CARRIER/TRANSMITTING CARRIER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EITHER PARTY, REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER THEORY OF LIABILITY. IN CONSIDERATION OF THE SERVICES PROVIDED BY TLC, THE AGGREGATE CUMULATIVE LIABILITY OF TLC TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ITS TERMINATION, OR ANY SERVICES, WILL NOT EXCEED USD TWO THOUSAND FIVE HUNDRED \$2,500.00.

13.2 TLC and our Partners (including each of their respective employees, agents, officers, directors, licensors or affiliates) shall have no liability for any inaccuracies, errors, or omission contained within any data caused by or attributable to Your interaction with any Data.

Indemnification

Customer will indemnify, hold harmless, and defend TLC, and all of its current and former officers, directors, members, shareholders, agents and employees (the "Indemnified Parties") from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs)), which arises out of: (a) Customer's breach of Sections 6, 16 or 20.4 herein, or (b) Customer's or Customer's customer use of or access to the Platform, TLC Web, TLC Mobile, TLC API and/or the Services. TLC will provide Company with reasonably prompt notice in writing of any Claim. Company will not settle any claim without TLC's prior written consent, which will not be unreasonably withheld.

Network Integrity

15.1 As a condition of Customer's use of the Platform, TLC Web, TLC Mobile, TLC API and/or the Services, Customer agrees not to use the Platform, TLC Web, TLC Mobile, TLC API and/or the Services for any unlawful purpose or any purpose prohibited by these TLC Legal Terms and Conditions or the TLC Privacy and Security Policy.

15.2 Customer may not obtain or attempt to obtain any information through any means not intentionally provided to Customer by TLC. In addition, Customer agrees not to copy, modify, adapt, reproduce, translate, distribute, transmit, reverse engineer, de-compile, or disassemble any aspect of the Platform, TLC Web, TLC Mobile, TLC API and/or the Services (including any prices or service descriptions) unless specifically authorized by this Agreement or permitted by law despite this contractual prohibition. Actual or attempted unauthorized use of the Platform, TLC Web, TLC Mobile, TLC API and/or the Services may result in criminal and/or civil prosecution.

15.3 You acknowledge that TLC has the right, but no obligation, to monitor the Platform, TLC Web, TLC Mobile, TLC API and the Services and to disclose any information necessary to operate the Platform, TLC Web, TLC Mobile, TLC API and/or Services, to protect TLC, and TLC customers and licensors, and to comply with legal obligations or governmental requests. TLC reserves the right to refuse to post or to remove any information in the

Platform, TLC Web, TLC Mobile, TLC API and the Services, in whole or in part, for any reason.

15.4 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 Platform, TLC Web, TLC Mobile, TLC API and/or Services.

Confidential Information

16.1 Each Party acknowledges that it may have access to Confidential Information of the other Party and agrees, for the duration of this Agreement and three (3) years thereafter, to hold the other's Confidential Information in confidence. The Parties agree not to disclose each other's Confidential Information to any third party (other than those of its employees or agents under nondisclosure obligations) or to use each other's Confidential Information for any purpose other than as contemplated by this Agreement. Each Party agrees to take commercially reasonable steps, which are at least as stringent as it takes to protect its own Confidential Information, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Section 16.

16.2 The obligation in Section 16.1 will not apply to any information which: (i) at the time of disclosure is in the public domain;

- ii. after disclosure, becomes part of the public domain, except by breach of this Agreement;
- (iii) was already in the receiving Party's possession at the time of disclosure by the disclosing Party;
- (iv) resulted from the receiving party's own research and development, independent of disclosure from the disclosing Party;
- (v) the receiving Party receives from third parties, provided such information was not obtained by such third parties from the disclosing Party on a confidential basis; or
- (vi) is produced in compliance with applicable law, a court order, in connection with a subpoena or similar legal process, to satisfy a port, state or customs security initiative or reports to government authorities, or produced in compliance with the Privacy and Security Policy.

16.3 Within thirty (30) days of termination of this Agreement, each Party will return or destroy all Confidential Information, written and electronic, of the other Party in its possession and will not make or retain any physical or electronic copies of such Confidential Information, except as required to comply with any applicable legal or accounting record keeping requirement.

Access to the Platform

In order to access and interact with the Platform, TLC Web, TLC Mobile, TLC API and/or the Services, Customer must be able to operate and maintain the necessary software and hardware, including, without limitation, Web browser software and appropriate communications infrastructure. Acquiring, installing, maintaining and operating any software and hardware needed to do so is solely Customer's responsibility. TLC is in no way responsible or liable for Customer's access to the Internet, including, without limitation, any connection speed issues, bandwidth or latency-related problems, that may affect Customer's ability to access and use the Platform, TLC Web, TLC Mobile, TLC API and/or the Services.

Term and Termination of the Services

The term of this Agreement shall continue unless terminated in accordance with this Section 18.

Either Party may terminate this Agreement: (i) for any reason upon thirty (30) days' notice to the other Party; (ii) if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of same; (iii) if the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iv) if the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Upon termination of this Agreement: (i) TLC will immediately cease providing Services and; (ii) any and all payment obligations of Customer under this Agreement shall be due and paid by Customer, if applicable. Sections 6, 12, 13, 14, 16, 18, and 20 shall survive after the expiration or early termination of this Agreement.

Subcontracting

From time to time, TLC may engage third parties to perform the Services, or any part thereof, provided that TLC will be solely responsible to Customer for the performance of the Service by any such third party.

General Provisions

20.1 This Agreement is the entire agreement between the Parties with respect to the subject matter of this Agreement and replaces and supersedes all prior verbal understandings, or written communications or representations, if any, between the Parties regarding this subject matter.

20.2 No right or license under this Agreement may be assigned or otherwise transferred by Customer without TLC's prior written consent, which will not be unreasonably withheld. The foregoing notwithstanding, upon written notice to TLC, Customer may assign, or otherwise transfer this Agreement to any Affiliate which Controls, is Controlled by, or is under common Control with Customer, or to the surviving entity as a result of a merger, acquisition or reorganization of all or substantially all of Customer's assets or stock provided such entity is not deemed by TLC to be a direct competitor of TLC and agrees in writing it will be bound by the terms and conditions of this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of Customer and TLC.

20.3 All notices shall be in writing and sent by first class mail, overnight mail, courier, or transmitted by facsimile and confirmed by mailing, to the addresses indicated by each Party, and providing at least ten (10) days prior written notice to the other Party. Notice shall be deemed to have been given upon personal delivery (in the case of overnight mail, courier or facsimile) or five (5) business days after being sent by first class mail.

20.4 Customer acknowledges, agrees, warrants and represents that it will not use the Platform, TLC Web, TLC API, and/or the Services for the purpose of engaging in any transactions that violates the U.S. control laws. Customer also acknowledges, agrees, warrants and represents that it is not a national of any country subject to U.S. control laws and that it is not a Special Designated National on the U.S. Treasury Department's list of Specially Designated Nationals.

20.5 The waiver by either Party of a breach or right under this Agreement will not constitute a waiver of any other or subsequent breach or right.

20.6 If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions will remain in full force and effect.

20.7 References in this Agreement to “notice in writing” or “written notice” or other similar reference shall not include electronic or email notice and only hard copy writings are acceptable.

20.8 Each Party agrees to bear its own costs relating to the Services, including, but not limited to, costs associated with support, maintenance, testing, and interface development.

20.9 This Agreement, This Agreement shall be governed by and construed in accordance with the substantive laws of Hong Kong, without regard to conflict of laws rules thereof. Each of the Parties irrevocably submits to the exclusive jurisdiction and venue of the courts of Hong Kong and waives any objection to venue in such court.

20.10 It is the express will of the parties that this Agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

21. Force Majeure.

TLC shall not be liable for delays or failures in its performance to the extent such failures or delays result from acts beyond TLC's reasonable control, including, but not limited to, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, strikes, walkouts, riots, civil disorders, rebellions, quarantines, epidemics, embargoes or other similar governmental action.

22. Contact Information

If You have any questions or comments about privacy, the use of the Platform, the Services, TLC Web, TLC API, You may contact:

By mail:

GIZMOS SOLUTIONS LLP.

9C 303 Ashok Nagar , Near dadlani Park, Balkum , Thane

THANE 400607

India

By e-mail: service@tracklivecargo.com