

# Terms and Conditions

## **Personal Information**

KisanBandi – e-Market Place for Farmers (“KISANBANDI”) is the licensed owner of the Kisanbandi platform comprising of and not limited to mobile application KisanBandi , Brand KisanBandi and the website KisanBandi .com (“The Site”) respects user privacy. The company Kisanbandi Agritech Pvt Ltd having operative address: unit 109, sector 2, Millennium Business Park, Mahape, Navi Mumbai. 400710.

This Terms and Conditions Policy provides succinctly the manner user data is collected and used by KISANBANDI on the platform. As a Customer / visitor to the applications, users are advised to read the terms and condition carefully. By accessing the services provided by KisanBandi platform user agree to the terms and conditions laid down here.

## **Services**

As part of the registration process on the Site, KISANBANDI may collect the following personally identifiable information about user: Name including first and last name, main or alternate email address, mobile phone number and contact details, Postal code, Demographic profile (like user age, gender, Adhaar Number, PAN details, address etc.) and information about the pages on the site user visit/access, the links user click on the site, the number of times user access the page and any such browsing information.

## **Eligibility**

Services of the platform and applications would be available to only select geographies in India. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents etc. are not eligible to use the Site and platform. If user is a minor i.e. under the age of 18 years but at least 13 years of age user may use the Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

## **Communications**

All application users have to register and login for placing orders or Sellers selling their products on the Site. User have to keep user account and registration details current and correct for communications related to user purchases or selling as the case may be from the platform. The platform heavily depend on the correctness of the addresses and other informations mentioned by the user. By agreeing to the terms and

conditions, the application user agrees to receive promotional communication and newsletters upon registration.

### **Pricing**

All the products available at KisanBandi applications will be sold at MOP/ Selling Price decided by the seller excluding delivery charges and Taxation, however included Management fees towards the operational Expenses made-up of HUB commission/ incentives and KB Connectors incentives. Being COD service not provided at KisanBandi , upon completing the buyer transaction, before payment, exact delivery and Tax is added to Invoice and Grand total will be shown to buyers. It is assumed that Buyers and Sellers comply this format of invoicing once they accept terms & condition sheet at the time of registration. The platform considers the respective Hubs as the base location for pickup of products for Connectors. The prices mentioned at the time of ordering will be the prices charged on billing. Prices of most of the products fluctuate on a daily basis.

### **Cancellation by Buyer**

Cancellation of orders by Buyers is not allowed. In such a case if any cancellation takes place before ready for dispatch, the KisanBandi will refund payments already made by buyer for the order.

If we suspect any fraudulent transaction by any customer or any transaction which defies the terms & conditions of using the website, we at our sole discretion could cancel such orders. We will maintain a negative list of all fraudulent transactions and customers and would deny access to them or cancel any orders placed by them.

### **Return & Refunds**

Order once placed can not be cancelled in KisanBandi , so we have no money .return /refund policy. Most of the agri produces sold in KisanBandi by our clients is perishable goods. Refund is only arranged for those orders which are cancelled before seller updating delivery status ready for dispatch.

### **License & Site access**

KISANBANDI grants user a limited sub-license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of KISANBANDI . This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction

tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of KISANBANDI .

#### **Application user Agree and Confirms that**

A.

That in the event that a non-delivery occurs on account of a mistake by user (i.e. wrong name or address or any other wrong information) any extra cost incurred by KISANBANDI for redelivery shall be claimed from user.

B.

User will provide authentic and true information in all instances where such information is requested of user. KISANBANDI reserves the right to confirm and validate the information and other details provided by user at any point of time. If upon confirmation user details are found not to be true (wholly or partly), it has the right in its sole discretion to reject the registration and debar user from using the Services and / or other affiliated websites without prior intimation whatsoever.

C.

That before placing an order user will check the product price and description carefully. By placing an order for a product user agree to be bound by the conditions of sale included in the item's description.

D. KISANBANDI platform is using proprietary algorithm by considering vehicle type, distance between hub and buyer and the goods weight with option to request for modified rate from the Connector.

#### **Updating Terms & Conditions of Service**

KISANBANDI may at any time modify the Terms & Conditions of Use of the Website without any prior notification to user. User can access the latest version of these Terms & Conditions at any given time on the Site. User should regularly review the Terms & Conditions on the Site. In the event the modified Terms & Conditions is not acceptable to user, user should discontinue using the Service. However, if user continue to use the Service user shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this Site.

#### **SELLER USER CONDITIONS**

Seller user accessing kisan Bundi mobile applications are liable to pay a transaction fees towards every successful transaction conducted using Kisanbandi platform. Transaction fee collected from seller maybe used for for training purposes or it may be used for for providing incentive or administrative charges or any related expenditure incurred by Kisanbandi Agritexh pvt Ltd. in the course of contacting both the Kisanbandi platform including the Connector and Hub.

## **Jurisdiction**

This User Agreement shall be construed in accordance with the applicable laws of India. Local Courts at Navi Mumbai shall have exclusive jurisdiction in any proceedings arising out of this agreement. Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by KISANBANDI and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Bengaluru. The High Court of judicature at Navi Mumbai alone shall have the jurisdiction and the Laws of India shall apply.

## **Copyright & Trademark**

KISANBANDI and its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Site. Access to this Website does not confer and shall not be considered as conferring upon anyone any license under any of KISANBANDI or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to KISANBANDI from KISANBANDI . Any use of this website or its contents, including copying or storing it or them in whole or part, other than for user own personal, non-commercial use is prohibited without the permission of KISANBANDI

KISANBANDI or KISANBANDI is not responsible for the content of any third party sites and does not make any representations regarding the content or accuracy of material on such sites. If user decide to link to any such third party websites, user do so entirely at user own risk. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Website (collectively, the "Contents") are intended solely for personal, non-commercial use.

All software used on this Website is the property of KISANBANDI and protected by Indian and international copyright laws. The Contents and software on this Website may be used only as a shopping resource.

## **Objectionable Material**

User understands that by using this applications or any services provided on the Site, user may encounter Content that may be deemed by some to be offensive, indecent, or objectionable, which Content may or may not be identified as such. User agree to use the Site and any service at user sole risk and that to the fullest extent permitted under applicable law, KISANBANDI and/or KISANBANDI and its affiliates shall have no liability to user for Content that may be deemed offensive, indecent, or objectionable to user.

## **Indemnity**

User agrees to defend, indemnify and hold harmless KISANBANDI , KISANBANDI , its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon user actions or inactions, which may result in any loss or liability to KISANBANDI or KISANBANDI or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of user obligations under this User Agreement or arising out of the user violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

## **Termination**

This User Agreement is effective unless and until terminated by either you or KISANBANDI . User may terminate this User Agreement at any time, provided that user discontinue any further use of this Site. KISANBANDI may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny user access to the Site, Such termination will be without any liability to KISANBANDI .