

## 1. INTRODUCTION.

E- Tech Innovative Services Private Limited "The Company" was established to take care of the following objectives:-

A. To provide Online Market platform for commodities on fee/commission/brokerage/paid services basis for farmers/traders/ corporate/ institution/ public & private banks/ vendors/seller/buyers and other market intermediaries or direct for wholesale or retail sale/purchase of commodities including agricultural produce/products or other products related directly or indirectly to agriculture sector.

B. To carry on the business of trading of commodities including Agricultural Products and its related products.

C. To carry on the business of facilitating online trading and marketing of agricultural, mineral and manufactured products, facilitating services on web site to sell all types of commodities, goods and products of various kinds and facilitate settlement/conclusion of such transactions between the parties.

D. To carry on the business of, network marketing of food, grains and other agriculture products.

The Company has developed a digital platform "E-KRISHIMANDI" to mete out the above objectives and will offer the services in the name and style of "E-KRISHIMANDI" by allowing users to use the platform digitally through the Website "[www.E-Krishimandi.com](http://www.E-Krishimandi.com)" and Mobile application "E-Krishimandi"

The Company has defined the usage of the services of its platform "E-KRISHIMANDI" through followings terms and condition and The user of the website and Mobile application are bound by such terms and Conditions.

### PART A - GENERAL TERMS

1.1 This Part A sets out the general terms which govern your access to and use of the following: (a) the **E-Krishimandi** website ([www.E-Kirshimandi.com](http://www.E-Kirshimandi.com)) (the "Site"); (b) the **E-Krishimandi** mobile application (the "App") (collectively, (a) and (b) are referred to herein after as the "Platform" which also includes or will include any other medium through which **E-KRISHIMANDI** chooses to offer its products and services to its users/customers); (c) the online applications and digital products made available on the Platform, where the User can enter into an online transaction for the sale and purchase of agricultural commodities or any other tradable goods which may be permitted by **E-KRISHIMANDI** to be traded on the Platform (such agricultural commodities or trade able goods, "Commodities"); and (d) any other services offered or may be offered by **E-KRISHIMANDI** -- directly or indirectly -- through any of its Affiliates or third parties, via any medium ("Additional Services") (collectively, (a), (b), (c.) and (d) above are herein after referred to as the "Services").

1.2 For avoidance of doubt, **E-KRISHIMANDI** provides the Platform and/or the Services for facilitating the sale and purchase of the Commodities between the Buyers and the Sellers. **E-KRISHIMANDI** is neither a Seller nor a Buyer of any Commodities on the Platform.

1.3 BY USING THE PLATFORM OR THE SERVICES, INCLUDING BY REGISTERING AS A USER, YOU (ON BEHALF OF YOURSELF AND THE BUSINESS YOU REPRESENT) ARE CONFIRMING THAT YOU ACCEPT AND AGREE TO THESE TERMS AND ARE ENTERING IN THIS LEGALLY BINDING CONTRACT, AS AMENDED FROM TIME TO TIME, AND THAT YOU SHALL COMPLY WITH AND BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT OR AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS, YOU MUST NOT ACCESS OR USE THE PLATFORM AND/OR THE SERVICES.

1.4 PLEASE READ THESE TERMS CAREFULLY NOW AND FROM TIME TO TIME FOR ANY UPDATES. WE RECOMMEND THAT YOU PRINT A COPY OF THESE TERMS, AND ANY FUTURE VERSIONS, FOR YOUR REFERENCE.

**1.5** These Terms refer to and include the following additional policies and/or terms, which shall also apply to you and your access to and use of the Platform and/or the Services:

**1.5.1 AUCTION TERMS**, to be found at Part B of these Terms, which is available at [[Link to Part B](#)] and sets out the terms and conditions relating to the auction process on the Platform and/or the Services for buying and selling Commodities.

**1.5.2 OUR PRIVACY POLICY**, to be found at Part C of these Terms, which is available at [[Link to Part C](#)] and sets out the terms on which we process and hold data collected from you which you provide to **E-KRISHIMANDI** while signing up and using the Platform and/or Services. By using the Platform and/or the Services, you consent to the processing of your data in accordance with our Privacy Policy. In this regard, you also represent and warrant that all data provided by you to us is true, accurate, correct, complete and not misleading; and

**1.6** WE MAY AMEND OR MAKE CHANGES TO THESE TERMS AND/OR ANY POLICY FROM TIME TO TIME.

**1.7** We may amend these Terms and/or any policy from time to time. If we change these Terms and/or policies, we will give you notice via e mail as soon as practicable prior to the implementation of such changes and the posting of the revised Terms and/or policy on the Platform, except in such cases in which the changes are required by the law, or by a governmental or judicial authority; in which event, the notice will be given after posting the revised Terms and/or policy on the Platform. Any such changes will come into effect on the revision date stated in the revised Terms and/or policies. By continuing to access or use the Platform and/or the Services, you are or will be agreeing to the revised Terms and/or policies.

**1.8** We recommend that you read the Terms and/or policies to ensure you understand the Terms that apply to you at any time you access, use or transact business via the Platform or avail our Services.

## **2. USERS OF THE PLATFORM AND SERVICES**

**2.1** The Platform and the Services are addressed, and made available, to the Users.

**2.2** Any person or entity wanting to access or use the Platform shall first need to register on the Platform to become a User of the Platform and/or the Services.

**2.3** To become a User and participate in the Platform and/or avail the Services, a person shall be required to submit specified details (as may be amended from time to time) to meet the registration requirements as listed on the Platform, which requirements shall include:

**2.3.1 For individuals/proprietorship firms:** a PAN card or an Aadhar card (as applicable), a contact number, an e mail address, copy of a cancelled bank cheque and any other information or documents needed by us at the time of registration;

**2.3.2 For incorporated/registered entities:** a PAN card, details of the nature of the entity (e.g, LLP, company, etc.), copy of the GST registration certificate, copy of the certificate of incorporation or registration (as applicable), charter documents, copy of a cancelled bank cheque , address proof of the entity and contact number(s) of the entity registering to become a User.

Registration shall be completed and submitted only by an authorized representative or any other person with legal authority to bind the entity which is applying to become a User ("**Authorized Representative**") and such persons shall be required to provide their name, Aadhar card copy or any government issued identity proof, contact number, e mail address and a copy of the authorizing board resolution, power of attorney or any other

document on the letterhead of the entity conferring the authority on the individual to act on behalf of the entity in relation to the Platform and/or the Services.

**2.4** In addition to the details required under clause 2.3 above, **E-KRISHIMANDI** may require any individual or entity wishing to become a User for (a) providing further documentation for 'know your customer' purposes; (b) verifying the existence and capacity of a corporate entity registering to become a User; and/or (c) verifying the authority of the Authorized Representative acting on behalf of the entity wishing to become a User.

**2.5 E-KRISHIMANDI** shall have the sole and absolute discretion whether to accept an individual or corporate entity as a User. **E-KRISHIMANDI** reserves the right to reject any application for registration, without giving reasons or cause.

**2.6 E-KRISHIMANDI** reserves the right to deny any User access to the Platform and/or the Services, without giving reasons or cause.

**2.7** On receipt of all the details required under clause 2.3 and clause 2.4 above to the satisfaction of **E-KRISHIMANDI**, and subject always to **E-KRISHIMANDI's** rights under clause 2.5 above, **E-KRISHIMANDI** will provide a username and a password to the User.

**2.8** By registering with the Platform, each User represents and warrants that:

**2.8.1** in case of individuals, you are over 18 years of age;

**2.8.2** you have the authority and/or the relevant authorizations required to register and operate on the Platform and/or avail the Services, as applicable;

**2.8.3** you have complied, and shall continue to comply, with all applicable law to access and use the Platform and/or avail the Services; and

**2.8.4** any information provided by you is true, accurate, correct, complete and not misleading.

**2.9** A User will be provided with one username and password.

**2.10 Users must update E-KRISHIMANDI of any changes in their personal or corporate information immediately following any such change..**

**2.11** Users shall keep their username and password confidential, safe and must not disclose it to any third party. Any unauthorized use of the User's username and password shall be attributable to the User and it shall not be the responsibility of **E-KRISHIMANDI**. Any losses arising due to such use shall be borne by the User alone.

**2.12** If you know or suspect that your username or password may have been compromised or made public, you shall notify **E-KRISHIMANDI** immediately at the address specified below so that we may take any appropriate steps, including cancelling any compromised or potentially compromised username or password and providing new login details.

**2.13 E-KRISHIMANDI** shall have the right to disable any username or password at any time, if, in our opinion, you have failed to comply with any of the provisions of these Terms.

**2.14** You are solely responsible for any actions of an unauthorized user using your username or password on the Platform and/or for availing the Services.

### 3. CONTENT ON THE PLATFORM AND/OR RELATING TO THE SERVICES

#### *Your use of the Platform and/or the Services and the User Content is at your sole risk*

**3.1** User Content, whether publicly posted or privately transmitted, is the sole responsibility of the Users who originate such User Content. You understand and acknowledge that you are solely responsible for any User Content you provide to or use on the Platform and for any consequences thereof.

**3.2 E-KRISHIMANDI** is under no obligation to review or monitor any User Content, although we may do so from time to time at our sole discretion. **E-KRISHIMANDI** has no obligation to protect any User Content.

**3.3** You agree, represent and warrant that your User Content does not infringe the intellectual property rights, privacy rights, publicity rights or other legal rights of any third party.

**3.4** We may refuse to accept or transmit User Content for any reason at our sole discretion.

**3.5** We may remove User Content from the Platform and/or any portal where the Services are provided for any reason at our sole discretion.

#### *Ownership of all other content*

**3.6** Other than User Content, **E-KRISHIMANDI** owns, or holds licenses to, all rights, title, and interest in the Intellectual Property in relation to the Platform and/or Services.

**3.7** Our Intellectual Property relating to the Platform and the Services are all protected under the applicable copyright, trademark and other applicable laws. All rights in relation to our Intellectual Properties are reserved. You shall not duplicate, copy, or reuse our Intellectual Property, or any portion of the HTML/CSS, JavaScript source code, programming or visual design elements or concepts without express written permission from **E-KRISHIMANDI**.

#### *Advertising content*

**3.8** The Platform and/or any portal where any of the Services are provided by **E-KRISHIMANDI** may include advertisements, which may be targeted to the content or information on the Platform (including User Content), questions raised through the Platform and/or while using the Services or any other information in relation thereto. The types and extent of advertising by **E-KRISHIMANDI** on the Platform are at the sole discretion of **E-KRISHIMANDI** and are subject to changes from time to time.

#### *Content removal; cooperation with law enforcement*

**3.9 E-KRISHIMANDI** shall have the right:

**3.9.1** to block, remove or refuse to distribute any content or User Content for any reason or no reason in our sole discretion;

**3.9.2** to take any action with respect to any content or User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such content or User Content: (a) violates these Terms; (b) it infringes any Intellectual Property right or other right of any person or entity; (c) threatens the personal safety of the Users of the Platform and/or the Services or the safety and security of the general public; or (d) creates any liability or threatens to create any liability for **E-KRISHIMANDI**;

**3.9.3** subject to the terms of our Privacy Policy and any applicable law to disclose any information provided by a User to **E-KRISHIMANDI**, including any personal information, to any third party who claims that User Content provided by you has violated that third party's rights, including that third party's intellectual property rights or its right to privacy, provided that we shall send prior notification to the User if practicable;

**3.9.4** to take any appropriate legal action, including disclosing your personal information or other information about you to any law enforcement body, government department, court of law, regulatory agency, tribunal or any law enforcement or government official, in respect of any suspected illegal or unauthorized use of the Platform and/or the Services;

**3.9.5** to terminate or suspend your access to all or part of the Platform and/or the Services, and to reclaim and redistribute usernames, for any or no reason, including without limitation, for any violation of these Terms;

**3.9.6** without prejudice to the above, to fully cooperate with any law enforcement or regulatory authority or court order requesting or directing **E-KRISHIMANDI** to disclose the identity, or other information, of anyone posting or distributing any User Content on or through the Platform and/or the Services. We also reserve the right to access, review, monitor, display, read, preserve, store and disclose any information and any User Content as we reasonably believe is necessary or appropriate to:

**(i)** satisfy any applicable law, regulation, legal processor governmental request;

**(ii)** investigate potential violations of and/or enforce these Terms;

**(iii)** detect, prevent, or otherwise address fraud, security or technical issues, or

**(iv)** protect the rights, property or safety of any Users, **E-KRISHIMANDI** or any third parties.

**3.9.7** YOU WAIVE AND HOLD HARMLESS E-KRISHIMANDI AND/OR ITS AFFILIATES FROM ANY CLAIMS RESULTING FROM ANY OF THE ACTIONS OR ACTIVITIES LISTED IN THIS CLAUSE 3.9, OR ACTION WE OR OUR AFFILIATES TAKE DURING OR AS A RESULT OF ANY INVESTIGATIONS.

**3.9.8** We assume no liability for any action or inaction regarding transmissions, communications or User Content provided by any User of the Platform and/or the Services or by any third party. We have no liability or responsibility to any person for the performance or non-performance of the activities described in this Clause.

#### **4. SERVICE FEES**

**4.1** Users shall pay a technological transaction fee to **E-KRISHIMANDI** for the use of the Platform and/or the Services, as applicable ("**Service Fees**").

**4.2** The Service Fees may be calculated based on a fixed fee (on an annual basis or on a per-transaction basis) for use of the Platform or by any other method considered appropriate by **E-KRISHIMANDI**.

**4.3** For the details of the terms relating to applicable Service Fees, please refer to Clause 14 of Part B. (Page 23)

#### **5. YOUR LIMITED LICENSE TO THE PLATFORM, SERVICES AND THE CONTENT**

**5.1** Subject to and conditional upon your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license to access and view the Platform, User Content and our Intellectual Property solely in connection with your permitted use of the Platform and/or the Services.

**5.2** You shall not download, capture, save, distribute or broadcast any of our Intellectual Property or any other person's User Content. You shall only download, capture, and/or save your User Content while only using the tools we make available for such purpose through the Platform. You also cannot use derivative works of your User Content outside the Platform without the express prior written permission from **E-KRISHIMANDI**.

**5.3** Except as expressly permitted in these Terms, you shall not:

**5.3.1** copy, modify, or create derivative works based on the Platform and/or the Services;

**5.3.2** distribute, transfer, sublicense, lease, lend, or rent the Platform and/or the Services to any third party;

**5.3.3** reverse engineer, decompile, or disassemble the Platform and/or the Services; and/or

**5.3.4** make the functionality of the Platform or the Services available to multiple Users through any means. We reserve all rights in and to the Platform and the Services.

## **6. LINKS**

**6.1** The Platform and the Services may contain links to other websites and online resources provided by third parties. A link to a third party's website is provided for information only and it does not mean that we approve, endorse or are affiliated to that website/portal or approve of the information contained therein. We have no control over and are not responsible for the content of such websites/portals or any information provided by third parties. We shall not be liable for any damage or loss caused to you or your business, from your use of any third-party websites, portals or information. You shall be responsible for always reading the terms and conditions and the privacy policy of such a third-party websites or portals, before using them.

## **7. ACCEPTABLE USE OF THE PLATFORM AND SERVICES**

**7.1** You are responsible for your use of the Platform and the Services, and for any use of the Platform or the Services made using your account. Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain kinds of conduct or User Content that may be harmful to other Users, **E-KRISHIMANDI** or the general public. When you use the Platform and/or the Services, you shall **not**:

**7.1.1** violate any law or regulation;

**7.1.2** violate, infringe or misappropriate any person's intellectual property, safety, health, privacy, reputation or other legal or natural rights;

**7.1.3** upload, communicate, transmit or otherwise make available any content that is or could reasonably be viewed as unlawful, harmful, harassing, defamatory or otherwise objectionable, pornographic, obscene, indecent, invasive of another's privacy, hateful, likely to incite violence or racial or ethnic hatred, or otherwise objectionable;

**7.1.4** send unsolicited or unauthorized advertising or commercial communications, such as spam, forge any TCP/IP packet header or any part of the header information in any e mail or posting, or in any way use the Platform or the Services to send altered, deceptive, or false source identifying information;

**7.1.5** Engage in 'spidering' or 'harvesting' or participating in the use of Software, including spyware, designed to collect data from the Platform or Services;

**7.1.6** Collect any information about or regarding other Users including but not limited to any personal data or information;

**7.1.7** Interfere with or disrupt the smooth functioning of the Platform or interfere with, or disrupt, (a) the Services, (b) other Users' access, or (c) the servers or networks through which the Platform or the Services are provided;

**7.1.7A** A transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems in connection with the Platform and/or the Services;

**7.1.8** stalk, harass or harm any individual connected to the Platform and/or the Services, including other Users or the personnel of **E-KRISHIMANDI**;

**7.1.9** impersonate any person or entity (including other Users or the personnel of **E-KRISHIMANDI**) or perform any other similar fraudulent activity, such as phishing;

**7.1.10** use any means to 'scrape', 'crawl' or 'hack' any web pages relating to the Platform and/or Services and/or **E-KRISHIMANDI**;

**7.1.11** probe, scan, crack, track and/or test the vulnerability of any system or network, attempt to circumvent any technological measure or authentication measures implemented to protect the Platform and/or the Services by **E-KRISHIMANDI** or any of our providers or any other third party (including another User);

**7.1.12** access or search or attempt to access or search the Platform or the Services by any means (automated or otherwise) other than through the formats or interfaces prescribed, published or provided by **E-KRISHIMANDI** on its Platform, and such access or search or attempt to access or search the Platform shall only be pursuant to these Terms;

**7.1.13** attempt to decipher, decompile, disassemble, or reverse engineer any of the Software or other underlying code used to provide the Platform and/or the Services;

**7.1.14** use the Platform and/or the Services in any other way not permitted by these Terms; or

**7.1.15** advocate, encourage, or assist any third party in doing any of the foregoing.

## **8. TERMINATION AND SURVIVAL**

**8.1** Use of the Platform and/or the Services is a privilege. We may decline to register you as a User, terminate your registration and/or restrict your access to or usage of the Platform and/or the Services (including via any other aliases you use) at any time at our complete and sole discretion without consulting with you. Notwithstanding Clause 8.1 above, we consider the following as grounds for refusal of access or use of the Platform:

**8.1.1** if complaints are received about you;

**8.1.2** if you breach these Terms and/or any other **E-KRISHIMANDI** policies;

**8.1.3** if you violate or threaten to violate any law;

**8.1.4** if you cause or threaten to cause harm to public order, health and safety of the general public or of **E-KRISHIMANDI** employees or other Users;

**8.1.5** if you cause or threaten to cause harm to **E-KRISHIMANDI's** business, the Platform or the quality of the Services;

**8.1.6** any other reason in the reasonable assessment of **E-KRISHIMANDI**.

**8.2** We reserve the right to not provide you with access to the Platform and/or the Services. We also reserve the right to terminate any User's right to access the Platform and/or the Services at any time, at our sole discretion, if you violate any of these Terms and/or **E-KRISHIMANDI's** policies. Further, if we receive complaints about you, we may terminate your registration and your ability to use the Platform and/or Services, at our sole discretion.

**8.3** You may end this legally enforceable agreement with **E-KRISHIMANDI** at any time for any reason, by (a) discontinuing the use of the Platform and/or Services, (b) informing **E-KRISHIMANDI** about such discontinuation, and (c) requesting us to delete your account by sending an e mail or a letter at the contact details of **E-KRISHIMANDI** set out in Clause 16 of Part A of these Terms.

**8.4** The provisions "Content on the Platform and/or Services", "Acceptable Use of the Platform and Services", "Privacy Policy", "Indemnity", "Termination and Survival", and "Other Provisions" will survive the closure/deletion of your account and any expiration or termination of these Terms, and you will continue to be responsible for all of your activities during the time you used the Platform and/or the Services.

## **9. YOUR INDEMNITY**

**9.1** At any time after your registration, including after the termination of your registration with **E-KRISHIMANDI** for cause, you agree to indemnify and hold harmless E-KRISHIMANDI, its employees and its Affiliates, from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, attorney's fees, and legal costs) of any kind or nature, arising from or relating to:

**9.1.1** any actual or alleged breach of these Terms by you or anyone using your account; and/or

**9.1.2** your use of the Platform and/or the Services; and/or

**9.1.3** the content of your uploaded information; and/or

**9.1.4** the negotiation, performance or enforcement of any contract or agreement or understanding between you and other Users via the Platform or through the use of our Services; and/or

**9.1.5** the transfer of Commodities and/or money between you and another User.

**9.2** The rights and remedies of **E-KRISHIMANDI**, its employees and/or its Affiliates, in respect of any breach of these Terms, shall not be affected by any act or happening which otherwise might have affected such rights and remedies, except by a specific written waiver by **E-KRISHIMANDI**, its employees and/or its Affiliates.

**9.3** The rights of indemnification of **E-KRISHIMANDI**, its employees and/or its Affiliates hereunder shall be in addition to all other rights available to **E-KRISHIMANDI**, its employees and/or its Affiliates in law, equity or otherwise, including without limitation rights of specific performance, recession and restitution.

**9.4** The Users shall not pursue any claim, seek damages, reimbursements or contribution from **E-KRISHIMANDI**, its employees and/or its Affiliates, in respect of any claim costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees, and legal costs) of any kind or nature, arising from or relating to the actions of other Users or from their dealings with other Users.

## **10. DISPUTES AMONG USERS**

**10.1** If a dispute arises between you and another User, you must resolve it in accordance with the applicable law of the jurisdiction agreed upon between the parties to the Service Contract, Contract Note and Acceptance. You hereby agree to release and hold harmless E-KRISHIMANDI and its, employees, directors and Affiliates, from any and all claims, demands, and damages (including, without limitation, actual and consequential) of any kind or nature, indirect or direct, unknown or known, unsuspected or suspected, undisclosed or disclosed, arising out of or in any way connected with any such dispute.

## **11. DISCLAIMERS**

**11.1** The Platform and/or Services are provided on an "as is" and "as available" basis. To the extent permitted by any applicable law, E-KRISHIMANDI, its employees, directors and affiliates disclaim all warranties, conditions, and representations of any kind whatsoever, whether express, implied, statutory, or otherwise, including those relating to merchantability, fitness for a particular purpose, non-infringement and all warranties, conditions, and representations arising out of course of dealing or usage of trade.

The arrival and prices of different agricultural commodities as received from the seller are uploaded at E-Krishimandi portal for information only and shall not be considered as guidance, invitation or persuasion.

Users/visitors have to make their own decisions based on their own independent enquiries, appraisals, judgments, wisdom and risks. The E-Krishimandi shall not be liable or responsible for any loss or cost or any action whatsoever arising out of use or relying on the arrivals and prices and other related information disseminated at the portal.”

**11.2** All information provided on the Platform and/or via the Services is for general information purposes only. The information should not be interpreted as individualized advice, investment recommendation and/or farming or agriculture consultation. **E-KRISHIMANDI** does not offer investment, farming, or business advice or consultations. None of the information found on the Platform, and/or on any of the portals through which any of the Services are provided, should be considered a recommendation, sponsorship, endorsement or any business of any nature and/or any financial derivative of any nature.

**11.3 E-KRISHIMANDI** shall use all reasonable endeavours to ensure that all material and information presented on the Platform, and/or via the portals through which Services are provided, is taken from sources believed to be reliable and all information is presented in good faith, however **E-KRISHIMANDI** makes no warranty or representation, either expressed or implied, in relation to the correctness, completeness, or accuracy of such information or material.

**11.4 E-KRISHIMANDI** will have no liability for any:

**11.4.1** errors, mistakes, or inaccuracies of content; on the Platform or in relation to the Services;

**11.4.2** negligence, breach of contract, warranties, errors, mistakes, or omission of the Users;

**11.4.3** injury (personal or otherwise), property damage or loss of data resulting from your access to or use of the Platform and/or the Services;

**11.4.4** unauthorized access to or use of the Platform, the Services, our servers or of any personal information, auction data, or User Content;

**11.4.5** interruption of transmission to or from the Platform or via the Services, or any deletion of or failure to store or transmit any content or communications;

**11.4.6** bugs, viruses, trojan horses, or similar which may be transmitted on or through the Platform or via the services by any third party;

**11.4.7** failure of the Platform and/or the Services to meet User expectations or requirements; or

**11.4.8** loss or damage of any kind incurred as a result of the use of any content posted or shared through the Platform or the Services. You understand and agree that any material or information downloaded or otherwise obtained using the Platform and/or the Services is done at your own risk and that you shall be solely responsible for any damage arising from doing so. No advice or information, whether oral or written, obtained by you from **E-KRISHIMANDI** or through the Platform and/or the Services will create any warranty not expressly made in these Terms.

**11.5** To the extent permitted by law, under no circumstances **E-KRISHIMANDI** will be liable to you or to any third party for any indirect, special, incidental, punitive, or consequential loss or damages (including for any loss of profits, goodwill revenue, or data) or for the cost of obtaining substitute products or services or for any cost or liability arising out of or in connection with these Terms, the Platform and/or the Services, howsoever caused, whether such liability arises from any claim based upon contract, warranty, tort, including negligence, breach of statutory duty or otherwise, and whether or not **E-KRISHIMANDI** has been advised of the possibility of such loss or damages.

**11.6** To the extent permitted by law, our total cumulative liability to you or any third party arising out of or in connection with these Terms, the Platform and/or the Services, from any and all causes of action claims (including contract, warranty, tort, negligence, breach of statutory duty or otherwise), will be limited to and will not exceed the fees you have actually paid to E-KRISHIMANDI during the 6 months preceding the claim giving rise to such liability, to a maximum of Rs. 1,00,000 (Rupees One Lakh only).

**11.7** You understand and agree that we have set the level of our fees and entered into these Terms with you in reliance upon the limitations of liability set forth in these Terms, which allocate risk between **E-KRISHIMANDI** and the User and form the basis of a bargain between **E-KRISHIMANDI** and its Users.

**11.8** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

## **12. PRIVACY**

**12.1** Your privacy is very important to **E-KRISHIMANDI**. Our Privacy Policy set out at Part C herein below and at the following link: [\[Link to Part C\]](#), explains how we collect, use, protect, and when we share Personal Information (defined at Part C) and other data with others. By using the Platform and/or the Services, you consent to the collection, use, and transfer of your Personal Information (defined at Part C) in accordance with our Privacy Policy, which forms an integral part of these Terms.

## **13. THIRD-PARTY FEES**

**13.1** You may incur fees or charges for accessing or using data or services from third parties (such as your internet provider or mobile carrier) in connection with your use of the Platform, the Services or the content. You shall be responsible to pay for all such fees.

## **14. GOVERNING LAW AND JURISDICTION**

**14.1** If any dispute, controversy or claim arises out of or in connection with these Terms, including any question regarding its existence, validity or termination arising out of or in connection with this Terms (a "Dispute"), **E-KRISHIMANDI** and the User shall use all reasonable endeavours to resolve the matter amicably. If either party gives the other party notice that a Dispute has arisen and the two parties are unable to resolve the Dispute within fifteen (15) Working Days of service of the notice, then the Dispute shall be referred to the senior executive officers of **E-KRISHIMANDI** and the User, if the User is a registered or a corporate entity, (however, if the User is an individual, then the User himself), who shall attempt to resolve the Dispute. Neither **E-KRISHIMANDI** nor the User shall resort to arbitration against the other Party under this Agreement until fifteen (15) Working Days after such referral to a senior executive officer of **E-KRISHIMANDI** and/or the User, as the case may be.

**14.2** All Disputes, which are unresolved pursuant to the preceding Clause 14.2 and which a party wishes to have resolved, shall be referred upon the application of either party to and finally settled in accordance with the rules of the Arbitration and Conciliation Act, 1996 and amendments thereto, unless otherwise specified in these Terms, (the "Rules") in force at the date on which these Terms were published, which Rules are deemed to be incorporated by reference to this clause. The number of arbitrators shall be three (3). One (1) arbitrator shall be appointed by the User and one (1) arbitrator shall be appointed by E-KRISHIMANDI, and together the two (2) arbitrators so appointed shall appoint the third (3rd) arbitrator. No officer, director, shareholder, employee, representative or relative or related party of any party may be nominated or appointed as an arbitrator.

**14.3** The seat of the arbitration shall be Jaipur (Rajasthan), unless otherwise specified in the Service Agreement or the Contract Note. The language of this arbitration shall be English and any document not in English submitted by any party shall be accompanied by an English translation. A written transcript of the proceedings shall be made and furnished to the parties. Notwithstanding anything to the contrary contained herein, in the event various Disputes arise in relation to the same or substantially similar set of facts, controversy or claim, the parties undertake that all such Disputes shall be dealt with under the same arbitral proceeding and separate arbitral proceedings shall not be initiated with respect to each such Dispute. To the extent that separate arbitral proceedings are initiated with respect to the same Dispute, all such proceedings shall be consolidated and dealt with by one arbitral tribunal.

**14.4** The arbitrators shall have the power to grant any legal or equitable remedy or relief available under law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.

**14.5** Any award of the arbitrator or arbitral tribunal, as the case may be, pursuant to this Clause shall be in writing and shall be final, conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.

**14.6** During any arbitration under this Clause except for the matters under Dispute, the parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under these Terms or any other agreement between the User and **E-KRISHIMANDI**.

**14.7** Each party shall participate in good faith to reasonably expedite (to the extent practicable) the conduct of any arbitral proceedings commenced under these Terms.

**14.8** The arbitrators shall decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the parties) incurred in the arbitration. Subject to this sub-clause, the User (on the one hand) and E-KRISHIMANDI (on the other hand) shall share equally in the costs of the arbitrator's or arbitral panel's fees, as the case may be, but shall bear the costs of their own legal counsel engaged for the purposes of the arbitration.

**14.9** No action, lawsuit or other proceeding (other than proceedings for the confirmation or enforcement of an arbitration award, an action to compel arbitration) shall be brought by or between the parties in connection with any matter arising out of or in connection with these Terms, provided that the parties shall have the right to approach the courts in Mumbai, unless otherwise specified in the Service Agreement or the Contract Note, to seek interim or injunctive relief during the pendency of any arbitration under these Terms.

**14.10** Subject to the remaining provisions of these Terms, the parties agree that the courts in Jaipur (Rajasthan), unless otherwise specified in the Service Agreement or the Contract Note, shall have jurisdiction with respect to any judicial proceedings ancillary to any arbitration hereunder, including but not limited to any proceeding to compel arbitration, to obtain interim relief in aid of arbitration, or to determine the validity and enforceability of any award, and each of the parties irrevocably submits to such non-exclusive jurisdiction. Notwithstanding the above, application may be made by any party to any court having jurisdiction wherever situated for enforcement of any award or judgment or the entry of whatever orders are necessary for such enforcement.

**14.11** Notwithstanding anything to the contrary herein, nothing in this Clause shall prevent E-KRISHIMANDI from seeking interim or permanent injunctive relief or taking any other action in any court to enforce or protect its Intellectual Property rights, including but not limited to any action for money damages and/or equitable relief, including but not limited to injunctive relief.

## 15. OTHER PROVISIONS

**15.1** These Terms (together with the **E-KRISHIMANDI's** Privacy Policy, the Auction Terms, the Service Agreement (applicable to corporate Buyers and Sellers), the Contract Note [any other agreements to be added by **E-KRISHIMANDI**] and any other policies we publish) constitute the entire agreement and understanding between you and **E-KRISHIMANDI**, relating your access to and use of the Platform and/or Services, and they collectively supersede all prior understandings, communications or agreements, written or oral, between you and **E-KRISHIMANDI** on your use of the Platform and/or the Services.

**15.2** You acknowledge that in accepting and agreeing to the Terms, you have not relied on, and shall have no remedy in respect of, any statements, assurance, representation, or warranty (whether of fact or of law and whether made innocently or negligently) made other than as set out in these Terms and/or any other **E-KRISHIMANDI** policy.

**15.3** Under no circumstances shall **E-KRISHIMANDI** be held liable for any delay or failure in performance due, in whole or in part, to any acts of nature or other causes beyond our reasonable control.

**15.4** The failure by **E-KRISHIMANDI** to enforce any right or provision of these Terms shall not prevent **E-KRISHIMANDI** from enforcing such right or provision in the future.

**15.5** A waiver of any of these Terms will only be effective if it is in writing and signed by an authorized representative of **E-KRISHIMANDI**. No delay, omission or indulgence shall constitute a waiver of **E-KRISHIMANDI's** rights under these Terms.

**15.6** If any provision of these Terms is found to be unlawful, illegal, void, invalid or unenforceable (in whole or in part), then that provision will be deemed severable from these Terms and shall not affect the enforceability of any other provisions, and the remainder of these Terms shall continue in full force and effect.

**15.7** You shall not assign, transfer or novate your rights or obligations under these Terms to third parties, save without the written consent of **E-KRISHIMANDI**, which consent may be withheld for any or no reason at our sole discretion.

**15.8** A person who is not a party to any agreement made under these Terms shall have no right under these Terms.

## 16. CONTACT/NOTICE

**16.1** Any notice or other communication to be given or served under, or in connection with, these Terms shall be in English and in writing, and it shall be transmitted by: (a) personal hand delivery; (b) recognized express courier service; (c) the postal service; (d) return receipt or (e) electronic mail to **E-KRISHIMANDI** at the address/ contact details set out below. Notice given by personal service or express courier service shall be deemed effective on the date it is delivered to and received by **E-KRISHIMANDI**, and notice sent by postal service shall be deemed effective on the third day following its placement in the mail box addressed to **E-KRISHIMANDI**. Notice sent by electronic mail shall be deemed to be effective on the next Working Day.

**To**

**E-KRISHIMANDI**

C/o. E-Tech Innovative Services Pvt Limited.

Flat. No. G-2, G.F. BLK No-C,

Golden Heritage, Ganpati Enclave,

Madrapura, Ajmer Road,  
Jaipur. Rajasthan- 302006.  
info@e-techinnovative.com

## **PART B - TERMS AND CONDITIONS FOR AUCTION ON THE PLATFORM (THE “AUCTION TERMS”)**

### **1. INTRODUCTION**

1.1 Acting always in accordance with these Terms, the Users may buy and sell the Commodities through the Platform as Buyers and Sellers by means of flexible forward or reverse auctions. Each auction shall have a Buyer and a Seller with respect to a commodity being traded.

1.2 The procedures and processes for an auction on the Platform and the negotiation and formation of purchase and sale contracts in relation to such auctions via the Platform shall be in accordance with these Terms.

### **2. LISTING AUCTIONS**

2.1 Users may list auctions to sell or buy any Commodity or Commodities, in the manner as set out herein below in this Clause 2.

2.2 The listing of auctions shall be made substantially in the form set out below subject to specific variations applicable to Commodities, and each such listing shall set out the following particulars:

**2.2.1 Type of Auction:** sell/buy;

**2.2.2 Product:** name of the Commodity;

**2.2.3 Stock/Delivery Quantity:** [specific quantity to be mentioned] in Metric Tonnes (MTs) or any other applicable unit;

**2.2.4 Stock/Delivery Location:** [address], State;

**2.2.5 Trading Unit:** MT or Quintal (Qtl.);

**2.2.6 Price Quote:** Rs./Qtl or Rs./MT, which is exclusive of GST or other taxes;

**2.2.7 Tick Size:** amount by which a User may vary its subsequent price bid;

**2.2.8 Reserve Price:** minimum (sell) / maximum (buy) price below/above which the User cannot bid;

**2.2.9 Auction Date, Time and Duration;**

**2.2.10 Order Margin/Ernest Money Deposit:** initial amount to be paid by User before listing/participating in the auctions;

**2.2.11 Validity of Winning Bid:** duration within which the winning bid must be accepted or rejected by the User who has listed the auctions;

**2.2.12 Quality Parameters:** as per the requirement of the User listing the auction;

**2.2.13 Quantity variation:** depending on the transaction;

**2.2.14 Gross/Net Weight Basis:** whether the price bid is on gross weight or net weight basis;

**2.2.15 GST/Other Taxes:** to be paid by the winner as applicable;

**2.2.16 Trade Value/Invoice Value:** the calculation formula;

**2.2.17 Packaging Information:** quantity along with packaging material details;

**2.2.18 Payment Gateway:** whether online via the Platform or offline;

**2.2.19 Payment Terms:** includes the details such as:

- balance amount to be paid;
- period within which the balance payment (after the order margin) has to be made by the successful bidder;
- penalty terms if balance amount not paid in specified timelines; and
- whether partial lifting (Sell auctions) or delivery (Buy auctions) is allowed;

**2.2.20 Delivery Condition:** delivery/lifting points along with the details of the costs and risks break-up between the Seller and the Buyer;

**2.2.21 Defaults:** details of the penalty that will be levied on the Buyer or the Seller, in the event of the violation of the terms of the Contract Note;

**2.2.22 Force Majeure:** Specific terms to be set out under the Contract Note; and

**2.2.23 Dispute Resolution:** particulars of arbitration to be set out in the Contract Note.

**2.3** The auction listing shall consist of the information and the basic terms relating to an auction to sell or purchase the listed Commodity. Upon listing an auction on the Platform, the Users shall receive a notification via e mail, phone message and/or notification on the Platform itself, confirming that the auction has been posted and it will set out the information and the basic terms relating to an auction.

**2.4** The User listing the auction may, in accordance with the procedure specified at Clause 4 of these Terms, retract or withdraw an auction at any time before the acceptance of such auction.

**2.5** Unless retracted or withdrawn by the User who has listed the auction on the Platform, the auction shall be valid from the time at which it is listed until the bids are received and the Seller or the Buyer, as the case may be, has accepted or rejected the auction.

### **3. BIDDING FOR THE AUCTIONS**

**3.1** All the Users will be notified of the auctions listed on the Platform as soon as the same is listed by the Buyer or the Seller, as the case may be.

**3.2** Interested Users may post a response to any auction(s) listed on the Platform by way of bids (the "**Bidding**" or "**Bid**"). A Bidder shall place the bids on the platform through its registered username and password, and as per the terms and conditions mentioned in the Contract Note(s) enclosed with the auction(s).

**3.3** For the avoidance of doubt, the terms of an auction and/or the Contract Note (s) associated with any auction cannot be modified and/or altered by the Bidder. The Bidder must, therefore, acknowledge all the terms and conditions associated with the auction and deposit the Order Margin (as mentioned in the Contract Note) before placing the Bid.

**3.4** The Bid(s) placed on the Platform, in relation to any listed auctions, using the registered username and password of a User, will be considered to be placed by the User (in their individual capacity or as authorized personnel) and will be binding on the User.

**3.5** More than one Bid may be placed by a User on the Platform against any listed auction. Once the Bid is placed on the Platform against any listed auction, the User cannot withdraw the Bid.

**3.6** The Bid(s) shall remain valid until the time period as mentioned in the Contract Note of the respective auction.

**3.7** Bidders posting bids in response to an auction listing will not be able to view the Bids and/or details of other Bidders, but they will be able to ascertain that other Bids have been placed, and they may view the highest or the lowest bid, in relation to an auction.

**3.8** The User listing the auction will be notified of the successful Bidder, and the details of the Bids received from such Bidder in the auction(s) listed by the User who listed the auction(s).

**3.9** Only the Bid of the successful Bidder will remain open for the acceptance/rejection by the User who listed the auction. The bids of all other Users shall be automatically rejected and the Bidder(s) who made those Bids shall be automatically informed via e mail/SMS/any other form of phone message, of the fact that their Bids have been rejected and their Order Margin submitted towards participation in the auction will be released.

**3.10** If the User listing the Auction is satisfied with the highest or the lowest Bid, as applicable, received in the auction, it may accept the Bid in accordance with Clause 5 of Part B of these Terms below. The successful Bidder will be notified of the Acceptance (defined below) via e mail and/or SMS.

**3.11** If the User listing the auction is not satisfied with the highest or the lowest bid, as applicable, received in the auction, it can reject the Bid and list a fresh auction on the Platform. Upon rejection, the Bidder will be notified of the rejection via e mail and/or SMS.

**3.12** When a Seller or a Buyer accepts a Bid, a binding contract comes into existence between the Buyer and the Seller, as set out in Clause 5 of this Part B of these Terms below.

**3.13** The payments made by the User(s) towards listing the auctions and participating in the auctions on the Platform will not carry any interest.

#### **4. WITHDRAWAL OR RETRACTION OF AN AUCTION**

**4.1** Provided that it has not been accepted, in accordance with Clause 5 of Part B of these Terms below, an auction may be retracted or withdrawn at any time by the User who has listed the auction on the Platform.

#### **5. OFFER AND ACCEPTANCE**

**5.1** By listing an auction on the Platform, the relevant User shall be making an offer to sell or purchase the Commodities in accordance with the Contract terms specified within such auction (the "**Offer**").

**5.2** When the Offer is accepted by another User ("**Acceptance**"), it becomes a valid and binding contract. For the avoidance of doubt, any Offer must be accepted in its entirety, in order to constitute a valid and binding Acceptance. Any modification or addition to any term or terms specified within an Offer cannot be made once the auction is Accepted.

**5.3** Upon an Acceptance, a binding contract shall exist between the relevant Users and a "**Contract Confirmation**" shall be issued by the Platform to each of the relevant Users, in the form of an e mail or a phone message, confirming that a contract has been entered into and setting out the terms of such contract.

**5.4** All Users accept that any Contract Confirmation shall constitute conclusive evidence of the terms of a valid and binding contract agreed and entered between the Buyer and the Seller through the Platform.

**5.5** For the avoidance of doubt, any question as to whether a valid and binding contract has been formed between the Users through the Platform shall be determined in accordance with the laws of the Republic of India.

**5.6 E-KRISHIMANDI** does not guarantee, nor is it responsible for ensuring a successful conclusion of any auction listing, Bids, Offers, Acceptance, or Contract Confirmation on the Platform.

**5.7 E-KRISHIMANDI** does not guarantee that:

**5.7.1** an Acceptance will result in performance or fulfillment of a contract or the parties' obligations pursuant thereto; or

**5.7.2** that Commodities and/or underlying consideration amount will be exchanged between the Users that are parties to a contract as Buyers and Sellers.

## **6. THE LIMITED ROLE OF E-KRISHIMANDI AND THE OBLIGATIONS BETWEEN THE BUYERS AND SELLERS**

**6.1** The Platform acts only as a technology platform for e commerce, providing an online marketplace for facilitating sale and purchase of Commodities, between the Users through auctions. Use of the Platform and/or the Services is for the limited purpose of allowing Users to connect with one another, list auctions, place Bids, generate Offers, generate Acceptances, and generate Contract Confirmations, finalizing and recording the contracts, and terms thereof, reached between the relevant Users for the sale or purchase of Commodities on the Platform and/or via the use of the Services.

**6.2 E-KRISHIMANDI** and its Affiliates are not responsible for any negotiation, formalisation, execution and/or satisfaction of any contract reached among the Users in or outside the Platform and/or the portal providing Services. **E-KRISHIMANDI** is not responsible for holding any inventory of the Commodities, nor does **E-KRISHIMANDI** assume ownership or possession of the Commodities, wholly or in part, for any duration whatsoever, at any time during the transaction cycle starting from the listing of the auction to delivery of the Commodities to the Buyer's location.

**6.3 E-KRISHIMANDI** does not provide payment gateway services to the Users. Further, **E-KRISHIMANDI** does not act as a collecting agent for the payments between the Users, in connection with any contract concluded via the Platform and/or using its Services. Further, **E-KRISHIMANDI** does not engage in the logistics, distribution and transportation or handling of any food items. **E-KRISHIMANDI** provides listing services for Commodities via the Platform which facilitates trading of Commodities between independent Buyers and Sellers. To the extent **E-KRISHIMANDI** needs information and assistance from its Users for complying with any applicable law, you (the User) undertakes to provide all such assistance and information to **E-KRISHIMANDI** for complying with applicable law.

**6.4** Neither **E-KRISHIMANDI** nor the Platform nor any of the Services shall constitute, or shall be construed, or shall be deemed to be, a market, a broker, an agent, a trader, a legal representative, an intermediary, or an employee of any User nor vice versa. The Terms shall not be deemed to establish a joint venture, partnership, agency and/or any other association of whatsoever nature between **E-KRISHIMANDI** and any User.

**6.5 E-KRISHIMANDI** is not a party to, nor is it bound by, any contract for the sale and purchase of Commodities negotiated via the Platform and/or the Services.

**6.6** You agree that any negotiations, dealings, transactions and/or contracts agreed between you and other Users of the Platform and/or of the Services are conducted entirely at your own risk.

**6.7** Users should seek appropriate legal advice before entering any binding obligations for the purchase or sale of any Commodities.

**6.8** Users should conduct their own investigations as to the accuracy of any information submitted by Users on the Platform and/or in connection with or via the Services.

**6.9** You agree that any purchases, sales, exchange of monies, exchange of Commodities and/or any other transactions are made solely in reliance on your own inquiries and inspections, and that **E-KRISHIMANDI** has not made and does not make any warranties or representations in relation to:

**6.9.1** the legal capacity of the Users to enter into contractual agreements;

**6.9.2** the Users' capacity to sell or buy the Commodities, including the legal entitlement or ownership of any seller to sell the Commodities;

**6.9.3** the Users' financial ability to effectuate any payments;

**6.9.4** the content of the auctions, the Bids, the Offers or the Acceptance by the Users on the Platform;

**6.9.5** the existence, merchantability, suitability, quality and/or quantity of the Commodities for sale or purchase;

**6.9.6** the freedom of the Commodities for sale or purchase from any liens, pledges, charges or any other encumbrances; and/or

**6.9.7** the ability of Users to perform and/or complete any contract or transaction agreed or any obligation thereunder.

**6.10** You acknowledge that **E-KRISHIMANDI** shall not be liable for any direct, indirect, and/or consequential loss or damages (including legal fees and other expenses incurred), nor will **E-KRISHIMANDI** be liable for any loss of profit, loss of business, loss of opportunity or loss of reputation (whether or not such loss of profit, loss of business, loss of opportunity or loss of reputation is direct, indirect and/or consequential) arising from or in any way connected with your use of the Platform and/or the Services.

**6.11** We remind all Users that the performance of contracts for the sale or purchase of Commodities on the Platform may be subject to certain specific legislations, rules and/or regulations imposed by the Users' respective countries of incorporation or residency, by countries of import, export or transit, and/or otherwise. We strongly encourage you to obtain legal and professional advice on such applicable legislations, rules and/or regulations, before entering any binding contractual obligations through the Platform. Without limitation to the preceding part of this Clause 6.11, the performance of contracts for the sale or purchase of Commodities entered via the Platform and/or using Services may be subject to sanctions or penal consequences in certain countries. **E-KRISHIMANDI** shall not be liable for any breach of any sanction or penal provisions committed by any User arising out of or in connection with any contract concluded via the Platform and/or the use of Services or for any inability, failure or refusal to perform its contractual obligation by a User as a result of any sanction or penalties.

## **7. THE TRANSFER OF TITLE AND RISK IN RELATION TO A TRADE THROUGH THE PLATFORM**

**7.1** That with each or some of its corporate Users, E-KRISHIMANDI may enter into a commercial service agreement, in addition to these Terms (such agreement, "Service Agreement") That it is agreed and accepted by the corporate User (or the Company under the Service Agreement or the Buyers and Seller under a Contract Note) that the transfer of the beneficial title and ownership of Commodities pursuant to an auction shall pass from the Seller to the Buyer at the exact time, place and moment specified in the Contract Note for

that auction. For avoidance of doubt, the risk of loss, damage or deficiency in relation to the Commodities shall pass from the Seller to the Buyer concurrently with the transfer of the beneficial title and ownership of Commodities at the exact time, place and moment specified in the Contract Note. For avoidance of doubt, the parties hereto and thereto acknowledge and agree that at no time during the transaction the title, ownership or the risk of loss of the Commodities shall pass or be deemed to have passed to **E-KRISHIMANDI** (which shall only be responsible for providing the Platform for the Buyer and the Seller to carry out a trade on the Platform independently of **E-KRISHIMANDI**).

**7.2 E-KRISHIMANDI** shall manage each auction as an intermediary and a third-party service provider providing and managing the Platform, including but not limited to providing services such as listing of trades, mediation in disputes and settlement of payments in relation to each auction. **7.3 E-KRISHIMANDI** is offering the Platform for the corporate User's use only, and the corporate User shall be bound by its obligations under the Service Agreement and these Terms to deliver to the premises of the counterparty or lift from the premises of the counterparty, as may be applicable, the Commodities sold or bought through the Platform in accordance with the terms of the Contract Note for each auction.

## **8. DISPUTE REGARDING PARTICULARS OF AN AUCTION**

**8.1** Any dispute relating to the quantity, quality, price, mode of delivery, etc., of the Commodity, involving a corporate User, with whom **E-KRISHIMANDI** has a Service Agreement, shall be handled and resolved amicably by such User with its counterparty in the auction. Managing, avoiding or resolving such a dispute between Users shall not in any way be the responsibility of **E-KRISHIMANDI**, and such dispute shall also not entitle the corporate User (either as a Buyer or a Seller) to request for a re-auction and/or claim any losses, damages, costs, refunds or recoveries (including the refund of the service fees (as set out in the Service Agreement)) from **E-KRISHIMANDI**.

**8.2** Without prejudice to **E-KRISHIMANDI's** right to receive the service fee (as set out in the Service Agreement) for the auction and its right to disclaim any liability or responsibility arising from such a dispute, **E-KRISHIMANDI** may, at the request of both the Buyer and the Seller in an auction where quality of the Commodity has been impugned, agree to assist the Company in collecting, coding and sending a sample of the impugned Commodity, in the presence of the representatives of both the Buyer and the Seller, to a third-party lab for inspection.

## **9. REPRESENTATIONS AND WARRANTIES GIVEN BY A CORPORATE USER RELATING TO ITS USE OF THE PLATFORM**

**9.1** The corporate User represents and warrants to **E-KRISHIMANDI** that each of the Company Warranties (defined below) is, and will continue to be, true and accurate in all respects and not misleading as on the date of the Service Agreement between the User and **E-KRISHIMANDI**.

**9.2** The corporate User shall not do, or omit to do, anything which would result in any of the Company Warranties (defined below) being breached or misleading at any time during the term of the Service Agreement.

**9.3** The corporate User represent and warrant to **E-KRISHIMANDI** that each of the Company Warranties (defined below) is, and will continue to be, true and accurate in all respects and not misleading as on the date of the Service Agreement and during the term of the Service Agreement. The "**Company Warranties**" are as follows:

**9.3.1** The corporate User is a company, duly incorporated and validly existing under the laws of place of their incorporation.

**9.3.2** The corporate User has full power and authority to enter into and perform the Service Agreement and these Terms to which it is a party and all other documents executed by the corporate User which are to be delivered to **E-KRISHIMANDI** during the Term of the Service Agreement or its registration with the Platform, each of which constitutes (or when executed, will constitute) legal, valid and binding obligations of the corporate User in accordance with their respective terms.

**9.3.3** The execution, delivery and performance by the corporate User of the Service Agreement, these Terms or any documents in connection thereof will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of or constitute a default under: (a) any law or regulation or any order, judgment or decree of any court or governmental authority by which the corporate User is bound; or (b) any agreement or instrument to which the corporate User is a party or by which they are bound.

**9.3.4** The corporate User is not and will not be required to give any notice to, or make any filing with, or obtain any permit, consent, waiver or other authorisation from any governmental authority or other persons in connection with the execution, delivery and performance of the Service Agreement, these Terms or any other document in connection thereof.

**9.3.5** The corporate User is not insolvent within the meaning of applicable law or unable to pay its debts under the insolvency laws of any applicable jurisdiction and has not stopped paying its debts as they fall due. No order has been made, petition presented, or resolution passed for the winding up of the corporate User. No administrator or any receiver or manager has been appointed by any person in respect of the corporate User or any of its assets and no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. The corporate User has not become subject to any analogous proceedings, appointments or arrangements under the laws of any applicable jurisdiction.

**9.3.6** The corporate User is an experienced commercial party acting on its own account and has made its own independent decision to enter into the transactions contemplated by the Service Agreement based upon its own commercial judgment and upon advice from such advisers as it has deemed necessary.

**9.3.7** As a Seller on the Platform, the corporate User represents and warrants as follows:

**a)** the Commodities listed and sold on the Platform have been validly procured by the corporate User in accordance with applicable Law;

**b)** the Commodities listed and sold on the Platform are free from any encumbrances, claim or demand, and there is no agreement or commitment to give or create any encumbrance over or affecting such Commodities and no claim has been made by any person to be entitled to any such encumbrance;

**c)** the corporate User has good right, full power and absolute authority to transfer the Commodities to the Buyer free from any encumbrances, claim or demand of any nature and the corporate User has not nor has anyone on their behalf done, committed or omitted any act, deed, matter or thing whereby the Commodities can be rendered unfit for sale and consumption in the market due to any environmental, legal or public health-related reasons; and

**d)** that the User complies with all law applicable to the User and its business (including any food safety and standards rules and regulations).

**9.4** The corporate User shall not do or omit to do anything which would result in any of the Company Warranties being breached or misleading at any time during the term of the Service Agreement or during the term of the User's registration with the Platform.

**9.5** The corporate User shall notify **E-KRISHIMANDI** in writing with all material details of anything which is or may reasonably be expected to cause a breach of, or be inconsistent with, any of the Company Warranties immediately after it comes to its notice, at any time during the term of the Service Agreement or during the term of the User's registration with the Platform.

**9.6** The corporate User acknowledges that **E-KRISHIMANDI** is entering into the Service Agreement based on, and in reliance upon, representations in the terms of the Company Warranties under the Service Agreement.

**9.7** Each of the Company Warranties shall be separate and independent and (unless expressly provided otherwise) shall not be limited by reference to any other Company Warranty or by anything in the Service Agreement.

**9.8** **E-KRISHIMANDI** shall be entitled to claim that any of the Company Warranties given by the corporate User has been breached, is untrue or is misleading notwithstanding that **E-KRISHIMANDI** could have reasonably discovered the fact of such breach or inaccuracy on or before the date of the Service Agreement, or on or before the date of any Contract Note during the term of the Service Agreement.

**9.9** If a breach of any Company Warranty occurs, or if the breach of any Company Warranty is discovered, during the term of the Service Agreement, **E-KRISHIMANDI** shall be entitled to treat the Service Agreement as terminated, provided that the accrued rights and liabilities of the parties shall continue to subsist.

**9.10** To the extent that any of the Company Warranties are qualified by the knowledge of the corporate User, the knowledge of the corporate User shall be deemed to include any knowledge, belief or awareness which the corporate User would have had after having made all careful, usual and reasonable enquires.

## **10. INDEMNIFICATION UNDER THE SERVICE AGREEMENT**

**10.1** The corporate User hereby accepts and agrees to fulfil and comply with the obligations under the Service Agreement, including fulfilment of such other necessary obligations as provided in these Terms. Further, the corporate User hereby agrees to hold harmless the indemnified persons under the Service Agreement from any suits or proceedings filed before any court of law, including any tribunal, in respect of the losses caused to the indemnified persons under the Service Agreement on account of the breach of the Corporate User's obligations under the Service Agreement and these Terms by the corporate User.

**10.2** Any compensation or indemnity as referred to above, shall be such as to place the indemnified persons under the Service Agreement in the same position as it would have been had there not been any breach of the Service Agreement and as if the Company Warranties or covenant or undertaking under which the indemnified persons under the Service Agreement are to be indemnified had been accurate or performed properly or fully.

**10.3** The rights and remedies of the indemnified persons under the Service Agreement in respect of any breach of the Service Agreement, including without limitation breach of any of the Company Warranties, shall not be affected by any act or happening which otherwise might have affected such rights and remedies, except by a specific written waiver by the indemnified persons under the Service Agreement.

**10.4** The rights of indemnification of the indemnified persons under the Service Agreement shall be in addition to all other rights available to them in law, equity or otherwise, including without limitation rights of specific performance, recession and restitution.

**10.5** The corporate User shall not pursue any claim, seek damages, reimbursements or contribution from the indemnified persons in respect of any claim.

## **11. LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES AND GENERAL RELEASE OF E-KRISHIMANDI UNDER THE SERVICE AGREEMENTS**

**11.1** As a User of the Platform and the Services, the corporate User shall use the Platform and the Services at its own risk. To the fullest extent permissible by law, **E-KRISHIMANDI** and its Affiliates disclaim: (a) any representations or warranties regarding the Service Agreement, these Terms, the Contract Note or any other transactions contemplated by or in relation thereto, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement; (b) implied warranties arising out of the course of dealing, course of performance, or usage or trade; and (c) any obligation, liability, right, claim, or remedy in tort, whether or not arising from our negligence. **E-KRISHIMANDI** does not represent or warrant that the functions contained in the Platform and/or the Services will meet the corporate User's requirements or be available, timely, secure, uninterrupted, or error free, and **E-KRISHIMANDI** will not be liable for any service interruptions, including but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion, or settlement of any transactions.

**11.2** It is accepted and agreed by the corporate User and **E-KRISHIMANDI** that **E-KRISHIMANDI's** responsibility is to match Buyers and Sellers through the Platform. In the event no interested Buyers or Sellers, as the case may be, participate in an auction, the corporate User shall not hold **E-KRISHIMANDI** liable for any shortfall in the trade or service levels. Further, **E-KRISHIMANDI** shall not be responsible for any direct or indirect losses to the corporate User in relation to the transactions contemplated under the Service Agreement.

**11.3** Because **E-KRISHIMANDI** is not involved in transactions between the Buyers and Seller or other participant dealings, if a dispute arises between one or more participants (including the corporate User as a Buyer or a Seller), the corporate User releases **E-KRISHIMANDI** (and its agents and employees) from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

**11.4** The corporate User acknowledges that, and agrees that it shall not hold **E-KRISHIMANDI** responsible or liable for, any downtime or other service interruptions or technical issues associated with the provision of online access to the modules and dashboards contained in the Platform. The corporate User shall look solely to the operator of **E-KRISHIMANDI's** chosen online hosting platform and the other service providers that may facilitate online access for all technical support.

**11.5** The corporate User shall not hold **E-KRISHIMANDI** responsible or liable for any shortage or non-fulfilment of the Services on the Platform or any other related website or mobile application, which shortage or non-fulfilment may arise due to or out of a technical failure or malfunctioning or otherwise, and the corporate User undertakes that, in such situations, the corporate User shall not claim any right, damages, relief, cost, recoveries, charges, penalties, etc., from **E-KRISHIMANDI**, including not claiming on any grounds under the consumer protection laws in India or any other applicable laws.

**11.6** The corporate User shall not hold **E-KRISHIMANDI** liable for any and all fees, costs, charges, expenses, etc., incurred and payable by the corporate User to any third party service provider for any services needed for accessing the Platform, which services may include airtime, Internet services, connection costs, etc.; for these services and similar services, the expenses are to be borne by the corporate User itself.

**11.7** Further, **E-KRISHIMANDI** shall not be responsible or liable for any malfunctioning or breakdown of the corporate User's systems (e.g., computer or mobile hardware or Software) or any other device or application

used for accessing or using the Platform, and the corporate User shall not claim any damage, loss, either direct or indirect, arising out of the use of the Platform by the corporate User.

**11.8 E-KRISHIMANDI** shall not be liable to the corporate User or any third party for any consequential, incidental, special, or indirect damages, regardless of whether the corporate User or third party has been advised of the possibility of such damages.

**11.9 E-KRISHIMANDI** shall not be liable (whether in contract, warranty, tort (including negligence, product liability, or other theory), or otherwise) to the corporate User (as a Buyer, Seller or a User) or any other person for cost of cover, recovery, or recoupment of any investment made by the corporate User or its affiliates in connection with this agreement, or for any loss of profit, revenue, business, or data or punitive or consequential damages arising out of or relating to the Service Agreement, even if **E-KRISHIMANDI** has been advised of the possibility of those costs or damages.

**11.10** Further, under no circumstances, **E-KRISHIMANDI's** aggregate liability arising out of or in connection with the Service Agreement or the transactions contemplated therein shall exceed at any time the total amounts during the prior one (1) month period paid by the corporate User to **E-KRISHIMANDI** in connection with the particular Service giving rise to the claim.

**11.11** The foregoing limitations shall apply notwithstanding the failure of essential purpose of any limited remedy.

**11.12** The single or partial exercise of any right or remedy under the Service Agreement shall not preclude any other right or remedy nor restrict any further exercise of any such right or remedy.

**11.13** The rights and remedies provided in the Service Agreement are cumulative and do not exclude any rights or remedies provided by law.

**11.14** The rights and remedies of **E-KRISHIMANDI** under the Service Agreement shall not be affected by the expiry of any limitation period prescribed by law in relation to a claim under the Service Agreement (including in relation to **E-KRISHIMANDI's** claims arising from the breach of representations and warranties by the corporate User under the Service Agreement).

## **12. USE OF INFORMATION, INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

**12.1** The corporate User shall not, and will cause its Affiliates not to, directly or indirectly: (a) disclose any auction information (except that the corporate User may disclose that information solely as necessary for it to perform its obligations under the Service Agreement if it ensures that every recipient uses the information only for that purpose and complies with the restrictions applicable to the corporate User related to that information); (b) use any auction information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with **E-KRISHIMANDI's** privacy policy or applicable law; (c) contact a person that has ordered the Commodities offered by the corporate User with the intent to collect any amounts in connection therewith or to influence that person to make an alternative transaction; (d) disparage **E-KRISHIMANDI**, its Affiliates, or any of **E-KRISHIMANDI's** or other User's products or services; or (e) target communications of any kind on the basis of the intended recipient being a User.

**12.2** During the course of the corporate User's use of the Platform and/or the Services, the corporate User may receive information relating to **E-KRISHIMANDI**, the Platform or to the Services, including but not limited to some auction or listing information, that is not known to the general public ("**Confidential Information**"). The corporate User agrees that: (a) all Confidential Information shall remain **E-KRISHIMANDI's** exclusive property; (b) the corporate User shall use Confidential Information only as is reasonably necessary for its participation in the Services; (c) the corporate User shall not otherwise disclose Confidential Information to

any other person or for any other purpose; and (d) the corporate User shall take all measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in the Service Agreement. The corporate User shall not issue any press release or make any public statement related to the Services, or use **E-KRISHIMANDI's** name, trademarks, or logo, in any way (including in promotional material) without **E-KRISHIMANDI's** advance written permission, or misrepresent or embellish the relationship between **E-KRISHIMANDI** and the corporate User in any way. The corporate User shall not disclose Confidential Information to any third party even after the termination or expiry of the term of the Service Agreement.

**12.3** Under no circumstances shall the corporate Users disclose to any third party any content, image, instructions, diagram, text, or other information from the Platform or that is based upon or aggregated or derived from the Platform and that effectively discloses information contained in the Platform or could allow a third party to ascertain information contained in the Platform, without the prior written consent of **E-KRISHIMANDI**.

**12.4** Under no circumstances shall the corporate User copy, use, re-use, produce, reproduce or duplicate, by any means, the content on the Platform or any materials or information associated with the Platform (regardless of whether those materials and contents were prepared by **E-KRISHIMANDI**, the corporate User or a third party), without the prior written consent of **E-KRISHIMANDI**.

**12.5** Further, under no circumstances shall the corporate User sell, lease, assign, sublicense, or otherwise transfer or disclose, or permit the transfer or disclosure of access to the Platform, in whole or in part, to any third party, or permit any third party to use or access the Platform or materials and contents associated with the Platform, without the prior written consent of **E-KRISHIMANDI**.

**12.6** The Company acknowledges and agrees that **E-KRISHIMANDI** shall exclusively retain all right, title, and interest in and to the Platform, including without limitation to all the Intellectual Property and any other rights associated with **E-KRISHIMANDI** and the Platform, and that at no time, whether during the term of this Agreement or thereafter, shall the Company have any right to use the Intellectual Property or any other rights of **E-KRISHIMANDI** or the Platform without the prior written consent of **E-KRISHIMANDI**. The Company acknowledges and agrees that it will not contest or assist any third party in contesting **E-KRISHIMANDI's** ownership rights to the Platform or any Intellectual Property or any other rights of **E-KRISHIMANDI** or any of Agribaaar's employees, members, officers, directors, affiliated entities, licensees, agents, or other representatives.

**12.7** **E-KRISHIMANDI** shall have the right to use the name, image, likeness or other information about the Company in **E-KRISHIMANDI's** advertising and/or promotion.

### **13. RELATIONSHIP BETWEEN PARTIES**

The corporate User shall have no authority to control the day-to-day activities of **E-KRISHIMANDI**. Further, the corporate User shall have no authority to make or accept any offers or representations or create or assume any liabilities on **E-KRISHIMANDI's** behalf. The Service Agreement shall not create an exclusive relationship between the corporate User and **E-KRISHIMANDI**. Nothing expressed or mentioned in or implied from the Service Agreement is intended or will be construed to give to any person other than the parties to the Service Agreement any legal or equitable right, remedy, or claim under or in respect to the Service Agreement. The Service Agreement and all the representations, warranties, covenants, conditions, and provisions in the Service Agreement are intended to be and are for the sole and exclusive benefit of **E-KRISHIMANDI** and the corporate User. As between the corporate User and **E-KRISHIMANDI**, the corporate User shall be solely responsible for all obligations associated with the use of any third-party service or feature

that the corporate User permits **E-KRISHIMANDI** to use on its behalf, including compliance with any applicable terms of use. The corporate User will not make any statement, whether on the Platform or otherwise, that would contradict anything in this Clause.

#### 14. SERVICE FEES

**E-KRISHIMANDI** will charge a service fee for providing the Platform and/or the Services for facilitating an auction. The percentage of the Service Fees will be mentioned in the Contract Note for every auction. Payment of such Service Fees shall be made against and in accordance with the terms of **E-KRISHIMANDI's** invoice issued to the User, including in accordance with the time period specified for payment and using the bank account details contained in the Contract Note.

In the event of any delayed payment or non-payment, **E-KRISHIMANDI** shall be entitled to take any steps it considers appropriate, including without limiting to any other remedy available to us, for: (a) charging interest at a rate of 18% per annum on the amount due in accordance with our invoice; and/or (b) cancelling the User's access to the Platform and/or the Services.

**E-KRISHIMANDI** reserves the right to modify the Service Fees from auction to auction at its sole discretion and/or depending on each Service.

Payment of the Service Fees shall be made against and in accordance with the terms of the specific Contract Note and the **E-KRISHIMANDI** invoice issued to the User, including the time period specified for payment and bank account details contained therein.

#### PART C - PRIVACY POLICY

This document explains how **E-KRISHIMANDI** collects, processes, stores and/or shares any Personal Information (as defined below) and/or other information from or about the Users.

WE VALUE OUR USERS' PRIVACY AND SO WE HAVE PREPARED THIS PRIVACY POLICY DOCUMENT TO DEMONSTRATE THIS.

By accessing and/or using the Platform, you consent to the collection, storage, disclosure and other uses of your information in accordance with this Privacy Policy. As set out in the General Terms set out herein above, you must be at least of legal age to access the Platform and/or use the Services.

PLEASE CAREFULLY READ THIS DOCUMENT BEFORE SUBMITTING ANY INFORMATION ON THE PLATFORM.

We may update this statement from time to time by publishing a revised version on the Platform in accordance with the Privacy Policy. Please check this Privacy Policy document each time before you share Personal Information with us.

**E-KRISHIMANDI** may share the information (including your Personal Information) with our Affiliates, employees, directors, agents, contractors, business partners and our successors or permitted assigns or any third party service provider, for the purposes of providing you access to the Platform and/or Services, and by registering on the Platform and/or for our Services, you provide your express consent to us that we may collect, store, share, transmit or otherwise use your information (including Personal Information) in accordance with this Privacy Policy in particular and these Terms in general.

#### 1. COLLECTION

**1.1 Personal Information:** When you create an account or register with us, we collect information that can be used to identify you ("**Personal Information**"). Personal Information may include your e mail address, name, username, address, and phone number, Aadhar number, PAN Card number and any other personally

identifiable information that you may choose to provide us or that you choose to include in your account on the Platform. We may also collect Personal Information that you provide when you list an auction, place Bids, make an Offer or an Acceptance, or otherwise communicate with us or other Users on or through the Platform.

THE PLATFORM WILL NOT BE AVAILABLE TO INDIVIDUALS OR ENTITIES NOT REGISTERED WITH E-KRISHIMANDI. IF YOU ARE NOT REGISTERED, YOU WILL NOT BE ABLE TO USE THE PLATFORM.

**1.2 Your Content and Communications:** Our Services permit you to interact with us through the notification system. We collect and store all of the comments, communications and chats you post, transmit or generate on the Platform and/or through the Services. When you ask for assistance from **E-KRISHIMANDI** for customer support, the contact information you provide will be collected, as well as the information which you post while using the Platform and/or the Services, such as, your user ID number, etc., and any correspondence or information contained within.

**1.3 Cookies:****E-KRISHIMANDI** may employ cookies to track your access to the Platform and/or Services. These technologies operate either by placing a small file which stores some information on your computer or mobile device; and/or by accessing information on your device. **E-KRISHIMANDI** uses cookies and similar technologies to recognize your device, for example by identifying your IP address, and to collect data such as your device's model, operating system and screen size, other applications installed on your device, time and date, and other information about how you use the Platform and/or Services. **E-KRISHIMANDI** uses this information (a) to store and access information; (b) to enable **E-KRISHIMANDI** to provide you with more customized services; and (c) to collect other information about your use of our Services.

## **2. E-KRISHIMANDI'S USE AND DISCLOSURE OF INFORMATION**

### **2.1. Use of information**

You agree that **E-KRISHIMANDI** and/or service providers on **E-KRISHIMANDI's** behalf may use the information they collect, including your Personal Information for the purposes of:

- contacting you for customer support;
- sending you updates or information about the Platform and/or Services;
- managing your account and relationship with the Platform and/or Services, and improving your experience when you use it;
- improving the Services, research, surveying and engaging with you, for example by sending you communications for these purposes;
- marketing and promotion of the Platform and/or Services and/or other products;
- personalizing and optimizing the Platform and/or Services;
- sharing promotional content and/or advertising; and
- creating reports, analysis, or similar services for the purposes of research or business intelligence.

You may unsubscribe from some of these messages by sending an e mail to us at the e mail address set out at Clause 9 of this Part C below.

### **2.2. Information available**

By using the Platform and/or the Services you make certain that your Personal Information will be available to other Users. For example, when a trade is closed on the Platform, **E-KRISHIMANDI** provides the contact information of the execution profile or, in case such profile is not available, the commercial profile, to other Users. When you list an auction with your details on the Platform, such listing, post and/or activity are shared

with other Users who may then share this information with others through the Platform and/or Services or outside the Platform and/or Services. You acknowledge that you have no expectation of privacy in relation to the auctions, Bids, Offers, Acceptance, Contract Confirmation, which are posted on the Platform.

NOTWITHSTANDING THE ABOVE, LISTINGS/POSTINGS MADE ON THE PLATFORM WILL ONLY BE SHARED WITH OTHER USERS.

### **2.3. Other transfers**

To provide access to its Platform and/or Services, **E-KRISHIMANDI** may disclose information to third parties which provide **E-KRISHIMANDI** administrative or other business services, such as hosting.

**ANY DISCLOSURE IS ALWAYS ON A CONFIDENTIAL BASIS.**

If **E-KRISHIMANDI's** control is acquired by person(s) other than the present promoters, we may share Personal Information with such person(s), but even they will have to store and use such information in compliance with this Privacy Policy. We may also disclose information for other purposes to the extent authorized and/or required by law or judicial order. Otherwise, we do not disclose information for any other purposes, unless it has your consent.

### **3. SECURITY OF YOUR PERSONAL INFORMATION**

**E-KRISHIMANDI** takes all reasonable and sound steps to ensure that the information is protected against misuse, loss, unauthorized access, modification, and/or disclosure. **E-KRISHIMANDI** adopts and applies appropriate data collection, storage, management practices, and security procedures to protect against unauthorized access, alteration, addition, deletion, disclosure, and/or destruction of a User's personal information, including their username, e mail address, password, transaction information, and any other data stored on the Platform. However, no data storage or transmission over the Internet or other network can be guaranteed to be 100% secure. Accordingly, **E-KRISHIMANDI** does not guarantee that information will not be accessed, disclosed, altered or destroyed by any breach of any of the abovementioned safeguards. To the extent applicable, **E-KRISHIMANDI** complies with all applicable data protection laws and you (the User) are duly bound to provide all reasonable assistance and information to **E-KRISHIMANDI** in relation to compliance with such laws.

### **4. ACCESS TO PERSONAL INFORMATION**

You have the right to access the Personal Information we collect and hold about you. If at any time you would like to access or change your Personal Information, or you would like more information on our approach to protecting your privacy, please contact us at the contact details set out at Clause 9 of this Part C. You can opt out of receiving certain promotional or marketing material by selecting the unsubscribe option contained within the e mails providing such material or contacting us at the contact details set out at Clause 9 of this Part C. However, you cannot opt out of receiving all e-mails from us in relation to your use of the Platform, such as, e-mails about the status of your account.

### **5. TERM**

**E-KRISHIMANDI** may retain the information (including Personal Information) for as long as is necessary to fulfill the purposes for which it was collected or as needed to provide, even after you have discontinued or deleted any account or have ended the provision of the Services, if retention of such information is reasonably necessary to comply with **E-KRISHIMANDI's** legal obligations, regulatory requirements and for resolving disputes between Users or for preventing fraud, for backup, archival, and/or audit purposes or any other use.

### **6. LINKS**

On the Platform, you may find links to third party websites. You understand that when you click on these links any data which you provide afterwards is subject to that third party's privacy policy and not to **E-KRISHIMANDI's**. Consequently, **E-KRISHIMANDI** takes no responsibility for the content, safety or security of any third-party websites.

## **7. GENERAL TERMS**

Notwithstanding anything to the contrary in this Privacy Policy, **E-KRISHIMANDI** may preserve or disclose your information: (a) to the extent reasonably necessary to comply with a law, regulation or legal request; (b) to protect the safety of any person; (c) to address fraud, security or technical issues; or (d) to protect **E-KRISHIMANDI's** rights or property. However, nothing in this Privacy Policy is intended to limit any legal defence or objections that you may have to a third party's, including a government's request to disclose your information. If any court or other competent authority finds any of this Privacy Policy to be invalid or unenforceable, the other terms of this Privacy Policy will not be affected.

## **8. CHANGES TO THIS PRIVACY POLICY**

The most recent version of this Privacy Policy will govern the use of the information (including Personal Information) on the Platform. We may revise or amend this Privacy Policy from time to time. If we decide to change this Privacy Policy, we will inform you by posting the revised Privacy Policy on the Platform. **E-KRISHIMANDI** may also, but is not required to, notify you of changes to the Privacy Policy via e mail to the email address associated with your account. If you object to any changes to the Privacy Policy, you should immediately stop using the Platform and/or Services and close any related accounts. By continuing to access or use the Platform and/or Services after changes have become effective, you agree to be bound by the revised Privacy Policy.

## **9. CONTACT**

If you have any questions or comments about this Privacy Policy, please contact:

### **E-KRISHIMANDI**

C/o. E-Tech Innovative Services Pvt Limited.

Flat No. G-2, G.F. BLK No-C,

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Madrampura, Ajmer Road,

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