

TERMS AND CONDITIONS

1. INTRODUCTION AND ACKNOWLEDGMENT

- 1.1. Krishiacharya Technologies India Private Limited (the "**Company**") maintains this website (www.bijak.in), and mobile app – Bijak on Google Android Playstore (<https://play.google.com/store/apps/details?id=com.bedwal.bijak.mvp&hl=en>) mobile-optimized versions of the Website, digital applications, and other media formats for the purposes of use and promotion of the Company (collectively and individually, the "**Website**") for providing buyers and sellers better prices, increased working capital and optimised logistics. Access and use of this Website by you are governed exclusively by these terms and conditions ("**Terms and Conditions**").
- 1.2. The Terms and Conditions is between you and the Company. User understands and accepts that the Company maintains the website (*defined herein below*) to provide visitors with information about the Company, its services (*defined herein below*) and products. You also accept that you are required to read the below mentioned Terms and Conditions, and any use of the Website constitutes your acceptance and agreement to be bound by such terms, and the changes made to this Terms and Conditions from time to time, relating to your usage of the Website as communicated and made available on the Company's Website.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Unless the context otherwise requires, for the purpose of these Terms and Conditions, the following terms shall have the meaning ascribed to them hereunder:
 - i. "**Applicable Law**" means all laws, ordinance, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any governmental authority / court of law having jurisdiction over the relevant matter including any interpretations thereof, in effect;
 - ii. "**Intellectual Property Rights**" means all patents, designs and drawings, trademarks, service marks, logos, domain names and utility models, copyrights, inventions, brand names and business names and any similar rights and the benefit (subject to the burden) of any of the foregoing (in each case whether registered or otherwise, and includes applications for the grant of any of the foregoing and the right to apply for any of the foregoing in any part of the world);
 - iii. "**Privacy Policy**" shall mean the Privacy Policy available on the Website;
 - iv. "**Services**" means and includes disbursement of loans to buyers, enabling immediate payment to suppliers, buyer and seller ratings to bring accountability, incentivise good behaviour and address trust deficit, easy and convenient bookkeeping, managing large value transactions, access to the largest network of verified buyers and sellers with accurate price data and aggregation to reduce cost, eliminate wastage and cater to partial truck load requirements.

- v. **“Transaction Documents”** means the various documents required to be executed by a User to obtain the Services of the Company on and / or from the Website;
 - vi. **“User(s) / you”** means you, and does not include your permitted assigns, successors, heirs and legal representatives, unless the context requires otherwise;
 - vii. **“User Account”** means the personal online account created by User to gain access and use the Website.
- 2.2. Accordingly, the terms **“Krishiacharya”, “Bijak” “website”, “we”, “our”** and **“us”** in these Terms and Conditions refer to the Company.

3. PROPRIETARY RIGHTS

- 3.1. User acknowledges and agrees that the Company owns all legal right, title and interest in and to the Services, including any Intellectual Property Rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). User further acknowledges that the Services may contain information which is designated confidential by the Company and that User shall not disclose such information without the Company's prior written consent.
- 3.2. Unless User has agreed otherwise in writing with the Company, nothing in these Terms and Conditions gives the User a right to use any of the Company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- 3.3. Unless you have been expressly authorized to do so in writing by the Company, User agrees that in using the Services, User will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

4. USER ACCOUNTS

- 4.1. To access the Services or the Website a User must first register an account with the Website (**“User Account”**). A User must be at least 18 (eighteen) years of age to be eligible to register an account with us.
- 4.2. By registering an account with us (**“Registered User”**), User represents and warrants that you are at least 18 years old, that all information you submit is true, accurate and complete and you shall comply with these Terms and Conditions. User further represents and warrants that: (a) all required registration information submitted by User is truthful, accurate and complete; and that (b) User will maintain the accuracy of such information.
- 4.3. User will be solely responsible for maintaining the confidentiality of their User Account and log-in details, and we will not be responsible for misuse of your User Account by any third party, whether authorized by you or not. A User may never use another User’s account without

permission of such User and us. User is also prohibited from sharing their log-in details or allowing anyone access to their account or do anything that might put their User Account at risk.

- 4.4. Users are responsible for any activity on the Website arising out of any failure to keep their User Account confidential and may be held liable for any losses arising out of such a failure. User agrees to notify us immediately of any unauthorized use of their User Account or any other breach of security.
- 4.5. The Company reserves the right to refuse to offer access to or use of the Website to any person or entity at the Company's sole discretion including by changing its eligibility criteria at any time.

5. PRIVACY POLICY

- 5.1. Please review our Privacy Policy to understand what kind of information we gather from you and the specific measures we take to protect your personal information.

6. DISCLAIMER

- 6.1. User agrees that their use of website shall be at their own risk. To the fullest extent permitted by law, the company and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, suppliers, and agents disclaim all warranties, express, implied, statutory or otherwise, and make no warranties, representations, or guarantees in connection with the website, the services offered on or through the website, any data, materials, content, relating to the quality, suitability, truth, accuracy or completeness of any information or material contained or presented on the website, including without limitation the materials, data and submitted content of other user of this site or other third parties. Unless otherwise explicitly stated, to the maximum extent permitted by applicable law, the website, the services offered on or through the website, data, materials, submitted content, and any information or material contained or presented on the website is provided to you on an "as is", "as available" and "where is" basis with no warranty, express or implied, of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.
- 6.2. The Company does not provide any warranties against errors, mistakes, or inaccuracies of data, content, information, materials, substance of the website, postings, feedback or content, any unauthorized access to or use of our secure servers and / or any and all personal information and / or financial information stored therein, any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website, any interruption or cessation of transmission to or from the website, any defamatory, offensive, or illegal conduct of any third party or user, or any loss or damage of any kind incurred as a result of the use of any data, content, information, materials, substance of the website or content posted, emailed, transmitted, or otherwise made available via website.

- 6.3. The Company does not endorse, warrant, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website or any hyperlinked site or featured in any banner or other advertisement. The company will not be a party to or in any way be responsible for monitoring any transaction between you and any party, including third party providers of products or services. As with the use of any product or service, and the publishing or posting of any material through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

7. LIMITATIONS OF LIABILITY

- 7.1. In no event shall the Company, its affiliates or its respective officers, managers, members, directors, employees, successors, assigns, subsidiaries, suppliers, attorneys or agents, be liable to a user for any direct, indirect, incidental, special, punitive, consequential or exemplary damages (including but not limited to loss of business, revenue, profits, use, data or other economic advantage) whatsoever resulting from any (i) access to or use of the Website; (ii) errors, mistakes, or inaccuracies of data, Intellectual Property Rights, content, information, materials or substance of the Website; (iii) any unauthorized access to or use of our secure servers and / or any and all personal information and / or financial information stored therein; (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party; (v) any interruption or cessation of transmission to or from the website; (vi) any errors or omissions in any data, content, information, materials or substance of the website or content; (vii) any failed negotiations for purchase of fractional ownership of any listed property on the website, any disputes that arise during or after the negotiation for purchase of fractional ownership of any listed property on the website, or any other dispute that arises between users of the website; (viii) any defamatory, offensive, or illegal conduct of any third party or user;
- 7.2. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
- 7.3. In no event shall the total aggregate liability of the company, or any of the above-referenced respective parties, arising from or relating to the website, exceed the total amount actually paid to the Company by a User with respect to the Services under which such liability arose.
- 7.4. The Website may contain links to third-party websites that are not owned or controlled by the Company. The Company does not have any control over, and assumes no responsibility for, the content, privacy policies, terms of use or practices of any third-party websites. In addition, the Company will not and cannot censor or edit the content of any third-party site. By using third party websites, you expressly relieve the company from any and all liability arising from your use of any third-party website. Accordingly, please be advised to read the terms and conditions and privacy policy of each third-party website that you visit, including those directed by the links contained on the website.

8. INDEMNIFICATION AND RELEASE

- 8.1. You agree to defend, indemnify and hold harmless the Company, its affiliates and its respective officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, suppliers and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from your use of, access to, and participation on the Website; your violation of any provision of the Terms and Conditions, including the privacy policy; your violation of any third-party right, including without limitation any copyright, property, proprietary, Intellectual Property Rights, or breach of your express or implied representations and warranties. This defence and indemnification obligation will survive these terms and conditions and your use of the Website.

9. BREACH OF TERMS AND CONDITIONS

- 9.1. Without prejudice to the Company's other rights under the Terms and Conditions, if a User breaches any provisions of these Terms and Conditions in any way, or if the Company reasonably suspects that a User has breached these Terms and Conditions in any way, the Company may take such action as it deems appropriate to deal with the breach, including (a) temporarily suspend such User's access to the Website, (b) permanently prohibit such User from accessing the Website, (c) blocking computers / devices using such User's IP address from accessing the Website, (d) contacting any or all of such User's internet service providers and request that they block such User's access to the Website, (e) commence legal action against such User, whether for breach of contract or otherwise; and/or (f) suspend or delete such User's User Account.

10. MODIFICATIONS TO OR TERMINATION OF THE WEBSITE

10.1. Modification or Cessation of Website

The Company reserves the right to, at any time and from time to time, modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice and in its sole discretion. Users agree that the Company shall not be liable to the User or to any third party for any modification, suspension or discontinuance of the services offered by the Company.

10.2. Termination by The Company

User hereby acknowledge and agree that the Company, in its sole and absolute discretion, has the right (but not the obligation) to delete, terminate, or deactivate User Account, block User's email or IP address, cancel the Website or otherwise terminate User's access to or participation in the use of the Website (or any part thereof), or remove and discard any content submitted by User on the Website, immediately and without notice, for any reason, including without limitation, User Account inactivity or if the Company believes or has reason to believe that the User has violated any provision of the Terms and Conditions.

10.3. Effect of Termination

Upon termination of the User Account, User's right to participate in the Website, including, but not limited to, User's right to receive any rental shall automatically terminate. User acknowledges and agrees that right to receive any rental accrued for the period prior to termination is conditional upon User having (i) properly used the Website, (ii) adhered to the Terms and Conditions, (iii) maintained continuous activation of User Account, and (iv) participated on the Website. In the event of termination, the User Account will be disabled and the User may not be granted access to the User Account or any files or other data contained in User Account. Notwithstanding the foregoing, residual data may remain in the Company's system.

Upon termination of Service, User's access to the Website shall be immediately revoked. The provisions of these Terms and Conditions which by their very nature are intended to survive termination, shall survive expiration or termination of the Website or User Account.

11. MISCELLANEOUS

11.1. Governing Law and Jurisdiction

The Terms and Conditions shall be governed in all respects by the laws of India and any legal proceeding arising out of this Agreement will occur exclusively in the courts located in [Haryana], India.

11.2. Advertisements

The Company may display advertisements and promotions on the Website. The manner, mode and extent of advertising by the Company on the Website are subject to change and the appearance of advertisements on the Website does not imply endorsement by the Company of any advertised products or services. The User agrees that the Company shall not be responsible or liable for any loss or damage of any sort incurred by the User as a result of any such dealings or as the result of the presence of such advertisers on the Website.

11.3. Use of Cookies

The Company uses cookies to aggregate information about the User's sessions, track information, store certain User preferences, analyse web page flow, etc. so that the Company can update and redesign the Company Website, as necessary, in order to provide User with the most useful information.

User will have the option to either accept or decline the use of Cookies on their computer / device, whether they are registered or not. However, a User's experience of the Website shall be limited and certain features of the Website will not be available if the User declines the use of Cookies.

11.4. Assignment

The Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by the User, but may be assigned by the Company without restriction.

11.5. No Agency or Partnership

No agency, partnership, joint venture, or employment is created as a result of the Terms and Conditions or User's use of any part of the Website, including without limitation, the contract between the User and The Company. User does not have any authority whatsoever to bind the Company in any respect. Neither the Company nor any User of the Website may direct or control the day-to-day activities of the other or create or assume any obligation on behalf of the other.

11.6. Force Majeure

Neither the Company nor the User shall be liable to the other for any delay or failure in performance under the Terms and Conditions, other than payment obligations, arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

11.7. No Third-party Beneficiaries

User agrees that, except as otherwise expressly provided in the Terms and Conditions, there shall be no third-party beneficiaries to the Terms and Conditions.

11.8. Notice

User agrees that The Company may provide the User with notices, including those regarding changes to the Terms and Conditions, by email, regular mail, or postings on the Website.

11.9. Entire Agreement

The Terms and Conditions, together with the Privacy Policy, and any other legal notices or any additional policies published by the Company on the Website, shall constitute the entire agreement between User and the Company concerning the Website. Please note, however, that other aspects of your use of Services may be governed by additional agreements.

11.10. Severability

If any provision of the Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms and Conditions, which shall remain in full force and effect.

11.11. No Waiver

No waiver of any provision of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and The Company's failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.