

## KisanMitr Usage Terms and Conditions

Each T&C is applicable to and binding on you, or any of your activities on the KisanMitr Platform, even if such term or condition is not specifically reproduced herein below. The terms 'Agreement' or 'T&Cs' mentioned here includes the terms and conditions in relation to the website and other service-specific terms and conditions in relation to KisanMitr Marketplace Services or KisanMitr Platform.

KisanMitr is the provider of merchandises displayed online by the various registered merchants (hereinafter "**Merchant**" or "**Merchants**") for sale and you can purchase the same, subject to the Terms as well as T&Cs in general for Digital Platforms. The actual contract for sale is directly between the Merchant and you. KisanMitr provides the services of listing catalogues, pricing, etc. which is informational and it is up to you to follow it or not. KisanMitr may help facilitate the resolution of disputes through various modes. KisanMitr has no control over:

- (a) the existence, quality, safety or legality of items displayed;
- (b) the accuracy of third party content or listings including that of registered Merchants;
- (c) the ability of Merchants or sellers to sell items;
- (d) the ability of buyers to pay for items.

KisanMitr does not, at any point of time during any transaction between buyer and Merchant or seller, take the ownership of any of the goods offered by the Merchant or seller. Nor does KisanMitr, at any point, assert any rights or claims over the goods or services offered by the Merchant or seller to the buyer. In using the online market place service, you explicitly agree and acknowledge that:

1. KisanMitr Platform also makes available a variety of products/ services offered by its Merchant Partners. Purchase of such products will be subject to the terms of offer for sale, and such other additional terms, if any, as specified by the Merchant. KisanMitr is a facilitator and **customers are encouraged to exercise prudence and diligence (including by viewing any available customer reviews of the products or services or the Merchant) before purchasing such products or availing such services.**
2. The price of products offered on the KisanMitr Platform is MRP, retail price, sale price, discounted price as offered by our Merchant Partner. KisanMitr does not either directly or indirectly influence the price of the products offered by the Merchant Partner. KisanMitr is not liable for any manufacturing defect, faulty product received, warranty claims, after sales service for any of the products purchased on the KisanMitr Platform. KisanMitr is not linked with any warranty, guarantee, post-sale claims, genuineness of

products or brand, as it is just a platform that facilitates sales for its Merchant Partners. KisanMitr will make best efforts to assist customers in issue resolution including refund or arranging replacement but it will not bear the risk from legal claims for any misrepresentation or selling of wrong product.

3. The KisanMitr Platform makes available general third party information such as, product catalogues, lists of authorized dealers and reports on news, entertainment, technology and features, advertisements, images and photographs of the products and other data from external sources hereinafter “Third Party Content”). Similar Third Party Content would also be available to you on the email received by you from KisanMitr. The provision of Third Party Content is for general information purposes only. You acknowledge that the Third Party Content provided to you is obtained from sources believed to be reliable. KisanMitr does not provide any guarantee with respect to any of the Third Party Content and KisanMitr shall not be held liable for any loss suffered by you based on your reliance on or use of such Third Party Content.
4. Cancellation
  - a. Cancellation by KisanMitr : There may be certain orders that KisanMitr Merchant Partners are unable to accept and service and these may need to be cancelled. Some situations that may result in your order being cancelled include, non-availability of the product or quantities ordered by you, non-availability of the delivery service in the address to which product is required to be shipped, inaccuracies or errors in pricing information specified by our Merchant Partners or due to any major technical snag. KisanMitr may also require additional verifications or information before accepting any order. If your order is cancelled after your credit card or bank account has been charged, the said amount will be reversed back in your credit card / bank account.
  - b. Cancellation by the customer: In case of requests for order cancellations, KisanMitr reserves the right to accept or reject requests for order cancellations for any reason whatsoever. As part of usual business practice, if KisanMitr receives a cancellation notice and the order has not been processed/ approved by KisanMitr, KisanMitr shall cancel the order and refund the entire amount to you instantly. KisanMitr will not be able to cancel orders that have already been partially or fully processed. KisanMitr has the full right to decide whether an order has been processed or not or whether an order has been partially or fully processed. You agree not to dispute the decision made by KisanMitr and accept KisanMitr’s decision regarding the cancellation.
5. Delivery of the Product: Your shipping address and pin code will be verified with the database of KisanMitr for delivery serviceability before you proceed to pay for your purchase. In the event your order is not serviceable the Merchant or the area is not covered, we would request you to provide us with an alternate shipping address which

we expect to have on our Partner/Merchant's delivery list. In case there is any dispute regarding the shipment of the product or services for the area not covered by KisanMitr, in such cases KisanMitr will not be responsible for the non-delivery of the product. If you purchase multiple products in single transaction, then all the products may be dispatched to a single shipping address given by you. If you wish to ship products to different addresses, then you should book the orders separately based on the delivery addresses. Products shall be delivered by the Courier Partner at the address given by the customer while making the purchase and KisanMitr shall not be held responsible in case the address shared was incorrect.

#### 6. Return Policy

a. In the event you receive a damaged / defective product or a product that does not comply with the specifications as per your original order, you are required to get in touch with the customer service team.

b. Upon receiving your complaint, KisanMitr shall verify the authenticity and the nature of the complaint. If KisanMitr is convinced that the complaint is genuine, KisanMitr will inform the relevant Merchant of such complaint and request for a replacement. However, in the event of frivolous and unjustified complaints regarding the quality and content of the products, other than not requesting the Merchant for a replacement, KisanMitr reserves the right to pursue necessary legal actions against you and you will be solely liable for all costs incurred by KisanMitr in this regard. You expressly acknowledge that the Merchant selling the defective product/ service will be solely responsible to you for any claims that you may have in relation to such defective product/ service and KisanMitr shall not in any manner be held liable for the same.

c. Before accepting shipment of any product, kindly ensure that the product's packaging is not damaged or tampered. If you observe that the package is damaged or tampered, KisanMitr requests you to refuse to accept delivery and inform KisanMitr at the earliest. The return process of the product may be restricted by KisanMitr depending on the nature and category of the product.

d. In order to return any products sold through the KisanMitr Platform, you are required to comply with the following conditions:

i. For non-damaged/ non-defective product, you shall be allowed to return the product within the time frame displayed on website at the time of purchase;

ii. Please notify KisanMitr of receipt of damaged/ defective product within 48-hours of delivery to you. If you are unable to do so within 48-hours, KisanMitr /Merchant/manufacturer/service provider shall not be held liable for the failure to replace the order;

iii. You will be required to dispatch the product using a reputed courier in your respective area within one (1) day from receipt of such notice. Courier freight charges will be reimbursed in such form as is determined by the logistics team upon prior consultation with KisanMitr;

iv. Products should be returned in their original packaging along with the original price tags, labels, barcodes, user manual, warranty card and invoices, etc.;

vi. In the event the return of a product is duly accepted by KisanMitr , the value of such product, as originally paid by you during acceptance of delivery of product or otherwise, as adjusted with any credits/discount/offers, will be refunded to you. Refund will be processed based on the mode of payment and KisanMitr will credit your refunds directly into /source of payment. Refunds will be subject to the following:

- a. Orders paid online will be refunded instantly through the source of payment;
- b. For Cash on Delivery payments also the amount will be refunded into your source of payment;

v. Account & Contact Information:

- a. Any change in the account status or change of address or change in mobile number shall be immediately informed by you to KisanMitr , failing which you shall be responsible for any non-receipt of communication/deliverables/transactional messages or the same being delivered at the old address/mobile number so registered in the records of KisanMitr . You hereby agrees and understands that access to the electronic transaction services/mobile app may be restricted in case of invalid mobile number.
- b. You understands and acknowledges that you shall immediately inform KisanMitr in case of any change and/or deactivation of your registered number and shall duly get the same changed in the records of KisanMitr. You agree that you shall be solely liable and shall keep KisanMitr indemnified against any claim, suit, threat of suit, notice etc. in case of any delay or failure on your part to inform the same to KisanMitr thereby leading to any unauthorized access to and/or usage of your account details/credentials.

7. By accepting the Terms here and the T&Cs in general, you accept that KisanMitr may send the alerts to the mobile phone number/ email address provided by you at the time of registering for the KisanMitr Marketplace Service/KisanMitr Platform or to any such number/e-mail address replaced and informed by you subsequently.
8. Content: Content on the KisanMitr Platform is displayed on **“AS IS”** basis, in the form received from the Merchants. While KisanMitr tries to offer reliable data, KisanMitr cannot promise that the catalogues will always be accurate and up-to- date, and you agree that you will not hold our catalogue providers or us responsible for inaccuracies in the catalogues. The catalogue may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogues or create any derivative works based on catalogue content.
9. Limitation of liability and waiver: In no event, KisanMitr or its affiliates will be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to: (i) this Agreement/T&C; (ii) the KisanMitr, the KisanMitr Platform or any reference site/app/platform/service; or (iii) your use or inability to use the KisanMitr. Marketplace Services, the KisanMitr Platform (including any and all materials) or any reference sites/app/platform/service, even if KisanMitr or a KisanMitr authorized representative has been advised of the possibility of such damages. In no event, KisanMitr or any of its affiliates will be liable to you for

any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Agreement; (ii) the SSOID Agreement; (iii) the KisanMitr Platform or any reference site/app/platform/service; or (iv) your use or inability to use the KisanMitr Services, the KisanMitr Platform (including any and all materials) or any reference sites/app/platform/service; or (v) any other interactions with KisanMitr , however caused and whether arising in contract, tort including negligence, warranty or otherwise, beyond or in excess of the amount paid by you, if any, for using the portion of the KisanMitr Marketplace Service or the KisanMitr Platform giving rise to the cause of action, or beyond or in excess Rs. 5,000/- (Rupees Five Thousand only), whichever is less. You acknowledge and agree that KisanMitr has offered its products and services, set its prices, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and KisanMitr , and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and KisanMitr . KisanMitr would not be able to provide the services to you on an economically reasonable basis without these limitations. Applicable law may not completely allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions will apply to you subject to applicable law. In such cases, KisanMitr 's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive the termination of this Agreement, or the T&Cs, SSOID terms and the Marketplace Terms.

10. **Dispute Resolution:** If any dispute, controversy or claim arises under this Agreement or in relation to any KisanMitr Marketplace Service or the KisanMitr Platform, including any question regarding the existence, validity or termination of this Agreement or T&Cs or the Marketplace Terms (hereinafter Dispute), the parties shall use all reasonable endeavours to resolve such Dispute amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, KisanMitr may elect to resolve any Dispute by a binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter Act). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed by KisanMitr in accordance with the Act. The seat of the arbitration shall be New Delhi and the language of this arbitration shall be English. Either you or KisanMitr may seek any interim or preliminary relief from a court of competent jurisdiction in New Delhi necessary to protect the rights or the property belonging to you or KisanMitr (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither you nor KisanMitr may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between you and KisanMitr . In all arbitrations, each party will bear the expense of its own lawyers and

preparation. This paragraph shall survive termination of this Agreement, the T&Cs or the Marketplace Terms.

11. Jurisdiction: Subject to the Dispute Resolution section above, you agree that any claim or dispute you may have against KisanMitr must be resolved by a court having jurisdiction in New Delhi, India. You agree to submit to the personal jurisdiction of the courts located within New Delhi, India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.