

Terms of Use

1. Introduction and Terms of Use

The terms and conditions contained hereinafter (“**Terms of Use**”) shall apply to the use of AgriGate (“AgriGate” or “**we**” or “**our**”), a trade name owned and managed by RuTrust AgriGate India Private Limited. AgriGate is an application in Apple & Android Store that facilitates users registered on AgriGate, to trade agricultural commodities across cities in India (“**Services**”).

Any person logging on to or using AgriGate (even when such person does not make any purchase from AgriGate) (“**User**” or “**you**”) shall be presumed to have read these Terms of Use (which includes the Privacy Policy, separately provided on AgriGate) and unconditionally accepted the terms and conditions set out herein and this constitutes a binding and enforceable agreement between the User and AgriGate (“**Agreement**”). This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with AgriGate for other services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of AgriGate. To the extent applicable, this Terms of Use shall apply to the website of AgriGate and its visitors as well.

2. Membership Eligibility

Use of AgriGate is available only to such persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use AgriGate. If you are a minor i.e. under the age of 18 years, you shall not register as a User of AgriGate and shall not transact on or use AgriGate. As a minor if you wish to use or transact on AgriGate, such use or transaction may be made by your legal guardian or parents on AgriGate. AgriGate reserves the right to terminate your membership and / or refuse to provide you with access to AgriGate if it is brought to AgriGate's notice or if it is discovered that you are under the age of 18 years. By accepting these Terms of Use, the User irrevocably declares and undertakes that he/she is of legal age i.e. 18 years or older and capable of entering into a binding contract and such usage shall be deemed to form a contract between AgriGate and such User to the extent permissible under applicable laws.

3. Account and Registration Obligations

If you use AgriGate, you shall be responsible for maintaining the confidentiality of your account and password and shall be responsible for all activities that occur in or throughout your account. We will not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. You should take all necessary steps to ensure that the password is kept confidential and secure. In case you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner, you should inform us immediately at reach@agrigate.com. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Use, we shall have the right to indefinitely suspend or terminate or block access of your membership on AgriGate and refuse to provide you with access to AgriGate.

You also agree and confirm that you will:

- (i) provide accurate, current and complete information whenever prompted by AgriGate or when required by the AgriGate's registration form ("**Registration Data**").
- (ii) provide information about and/or access to your social accounts to enable us to use such information solely for the purpose of providing services to you.
- (iii) maintain and promptly update the Registration Data to keep it accurate, current and complete at all times. We reserve the right to confirm and validate the information and other details provided by you at any point of time. If you provide any information that is untrue, inaccurate, incomplete, or not current or if we have reasonable grounds to suspect that such information is not in accordance with the Terms of Use (whether wholly or in part thereof), we reserve the right to reject your registration and/or indefinitely suspend or terminate your membership and to refuse to provide you access to AgriGate.
- (iv) in order to ensure that we are not violating any right that you might have in your Registration Data, grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights (but no other rights) that you have in the Registration Data, in any media now or in future known, with respect to your Registration Data solely to enable us and our service partners to use such Registration Data you have supplied to us.

4. Communications

When you use AgriGate or send emails or other data, information or communication to us, you agree and understand that you are communicating with us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

When you visit AgriGate or send e-mails to us, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We will communicate with you by e-mail, phone calls, SMS or by posting notices on AgriGate. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Notwithstanding anything contained in this Agreement and subject to applicable laws, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the website and/or your order placed on AgriGate.

5. Indemnity and Release

You shall indemnify and hold harmless AgriGate, and/or any of its officers, directors, agents, employees and representatives from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms of Use or any document incorporated by reference, or your violation of any applicable laws, rules, regulations or the rights of any third party.

You hereby expressly release AgriGate and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the third-party and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.

6. Privacy

In order to avail the Services from AgriGate, you will need to provide Registration Data prior to getting registered. As an account holder you are required to provide AgriGate with accurate personal information. Any personal information collected by AgriGate shall not be disclosed to any third party unrelated to AgriGate unless such a disclosure is authorized or required by law, or you have expressly consented to such a disclosure. However, by accepting the terms and conditions, you grant AgriGate an unconditional right to share your personal information with AgriGate partners, affiliates, employees and agents for administrative purpose. You are requested to review the Privacy Policy

before using AgriGate. If you have any objection to the terms of our Privacy Policy, you are requested not to use AgriGate.

7. Credit Cards/ Financial Wallets / UPI/ Banking A/c No or any other Financial Information.

You agree, understand and confirm that the financial details provided by you for availing of Services of AgriGate will be correct and accurate and you shall not use any financial payment option which is un-lawfully owned by you or outside the purview of the law of the country of India. Thus, you must not pay or attempt to pay for Services using fraudulent financial information and through illegal payment option as per law of India. You further agree and undertake to provide the correct and details to AgriGate.

Further the said information will not be utilized and shared by AgriGate with any third parties unless required for fraud verifications or by law, regulation or court order. AgriGate will not be liable for any kind of financial fraud. The liability for use of a financial payment option will be on you and the onus to 'prove otherwise' shall be exclusively yours.

8. User Liability

The User, by the act of logging onto AgriGate is deemed to have consented to and has expressly/impliedly and irrevocably authorized AgriGate to use, reveal, analyze, display or transmit all information required by AgriGate. The User represents and warrants that all the information provided by him/her are true, correct and complete and if such information is found to be untrue, incorrect or incomplete, AgriGate has the right to take any action it deems appropriate in relation to the particular circumstances without any limitations.

9. Representations, Warranties and Covenants

You shall not, directly or indirectly attempt to gain unauthorized access to AgriGate, other Users' account(s), computer systems and/or networks connected to AgriGate through hacking, phishing, password mining and/or any other means (whether now known or hereafter developed or invented) or obtain any material or information through any means not intentionally made available to User.

You understand and undertake that you shall be solely responsible for the Registration Data and undertake to not host, display,

upload, modify, publish, transmit, update or share any information that:

- (I) belongs to another person and to which you do not have any right to;
- (II) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, seditious, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (III) harms minors in any way;
- (IV) infringes any patent, trademark, copyright or other proprietary rights of any person anywhere in the world;
- (V) violates any law for the time being in force;
- (VI) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (VII) impersonates another person;
- (VIII) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (IX) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation;
- (X) creates liability for AgriGate or causes AgriGate to lose (in whole or in part) the services of AgriGate's ISPs or other service providers;
- (XI) is in the nature of political campaigning, unsolicited or unauthorized advertising, promotional and/ or commercial solicitation, chain letters, pyramid schemes, mass mailings and/or any form of 'spam' or solicitation; or
- (XII) is illegal in any other way.

The User understands and agrees that the AgriGate team reserves the right to remove and/or edit such detail / information.

If you do post content or submit material on AgriGate, and unless we indicate otherwise to you in writing, it shall be deemed that you

- (i) grant AgriGate a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media;
- (ii) grant AgriGate the right to use the name that you submit in connection with such content, if they choose; and
- (iii) agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to any usage or derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to AgriGate.

You represent and warrant that you own or otherwise control all the rights to the content that you post or that you otherwise provide on or through AgriGate; that, as at the date that the content or material is submitted to AgriGate:

- (i) the content and material is accurate;
- (ii) the use of the content and material supplied by you does not breach any applicable policies of AgriGate or any guidelines herein and will not cause injury to any person or entity (including that the content or material is not defamatory);
- (iii) the content is lawful and does not violate any applicable laws.

You further agree to indemnify AgriGate for all claims brought by third parties against AgriGate arising out of or in connection with a breach of any of the representations and warranties provided hereinabove.

10. Complaint against Objectionable Content

If you believe that any content on AgriGate is illegal, offensive (including but not limited to material that has sexually explicit content or which promotes racism, bigotry, hatred or physical harm etc.), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic or menacing; ethnically objectionable, disparaging; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses,

("Objectable Content"), please notify us immediately on reach@theruraltrust.com. We will take reasonable steps to ensure that such Objectable Content complained about is reviewed and removed (if required) within a reasonable time.

11. Intellectual Property Rights

The information, content and compilation provided in AgriGate is our exclusive property and is protected under the applicable Indian and international intellectual property laws. No person shall use, copy, transmit, reproduce, publish, modify, distribute any contents of the website or any part thereof without our express written permission.

Further, without the express written consent of AgriGate, no person shall create and/ or publish his/her own database that features substantial (e.g. prices and product listings) portions of the contents of AgriGate.

12. Intellectual Property Claims

AgriGate respects the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please bring it to our notice by sending an email at reach@theruraltrust.com. We will envisage to address your concerns and take necessary steps, if required.

13. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to AgriGate, its policies and these Terms of Use at any time. You will be subject to the policies and Terms of Use in force at the time that you use AgriGate. If any of these terms are deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining condition of this Terms of Use.

14. Waiver

Neither failure nor delay on the part of AgriGate to exercise or enforce any right, remedy, power or privilege contained hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No part of these Terms of Use shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

15. Limitation of Liability

In no event shall AgriGate be liable for any special, incidental, indirect or consequential damages of any kind in connection with these Terms of Use, even if the User has been informed in advance of the possibility of such damages.

16. Disclaimer

a. General

You acknowledge and undertake that you are visiting and accessing the Services on the mobile application and website, as the case may be, (“AgriGate **Platform**”) and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the AgriGate Platform. We shall neither be liable nor responsible for any actions or inactions of sellers nor any breach of conditions, representations or warranties by the sellers or manufacturers of the products and hereby expressly disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between you and the sellers or manufacturers of the products.

b. No warranties

We expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or transacted or the content (including product or pricing information and/or specifications) on the AgriGate Platform. While we have taken precautions to avoid inaccuracies in content of AgriGate Platform, all content, information (including the price of products), software, products, services and related graphics are provided as is, without warranty of any kind.

Without prejudice to the generality of the foregoing paragraph, we do not warrant that:

- (i) the AgriGate Platform will be constantly available, or available at all; or
- (ii) the information on the AgriGate Platform is complete, true, accurate or not misleading.

Nothing on the AgriGate Platform constitutes, or is meant to constitute, advice of any kind. While we strive to ensure that the information contained in the AgriGate Platform is accurate and reliable, we make no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such information, and we assume no liability or responsibility for any omission or error in the content of the AgriGate Platform. The information and materials contained on the AgriGate Platform are subject to change

without notice and are provided for general information only and should not be used as a basis for making business or financial decisions.

Despite our best efforts to provide accurate information on the AgriGate Platform, it is not possible to ensure that all the information provided here is up to date. We shall not be liable for any unintentional inaccuracies or errors with respect to the description of any product. Further, no liability shall be imposed on us, in the event of any damage, error, injury or loss caused to any person or User, whether direct or indirect, caused to him due to use or inability to use the AgriGate Platform or any links or hyperlinks provided on the AgriGate Platform. The usage of any link or hyperlink by any visitor will be at his/ her own risk and we assume no liability for any damage caused. We recommend that the users read the terms and conditions of such link(s).

The contents, designs, materials, etc. available on this AgriGate Platform may be protected by copyright law. You may not otherwise change, reproduce, modify, distribute, publicly display the materials available on the AgriGate Platform in any way, unless authorized by us or the respective copyright owner(s).

c. Limitations of Liability

We will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this AgriGate Platform:

- (i) to the extent that the AgriGate Platform is provided free-of-charge, for any direct loss;
- (ii) for any indirect, special or consequential loss;
- (iii) for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data;
- (iv) for any errors in or omissions on this AgriGate Platform and the content therein, including but not limited to technical inaccuracies and typographical errors;
- (iv) for any errors in or omissions on this AgriGate Platform and the content therein, including but not limited to technical inaccuracies and typographical errors;
- (v) for any third-party websites or content therein directly or indirectly accessed through links in this AgriGate Platform, including but not limited to any errors in or omissions therefrom;

- (vi) for your use of this AgriGate Platform; or
- (vii) for your use of any equipment or software in connection with the AgriGate Platform.

These limitations of liability apply even if we have been expressly advised of the potential loss.

17. Governing law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of India (“applicable laws” or “laws”). The courts at Haryana, India shall have exclusive jurisdiction in relation to any proceedings arising out of or in connection with these Terms of Use.

Contact Us

Please contact us for any questions or comments by sending an email to reach@theruraltrust.com or contacting our customer care at 7503002528

Email: reach@theruraltrust.com

Address: RuTrust AgriGate India Private Limited, Plot No-65, Sector 44, 1ST FLOOR, Landmark House, Gurugram, Haryana, 122003