

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING RYTHU BHAROSA KENDRAM KIOSK APP, RYTHU BHAROSA KENDRAM LOGISTICS APP, RYTHU BHAROSA KENDRAM HUB APP (THE “APP” or THE “APPS”), YOU AGREE TO COMPLY WITH AND BE LEGALLY BOUND BY THE TERMS SET FORTH BELOW, AND YOU MAY NOT USE THE APP IF YOU DO NOT AGREE TO THE TERMS OF USE.

The APPS are owned by Andhra Pradesh State Agro Industries Development Corporation Limited "AP AGROS" a company incorporated under the Companies Act, 1956 with its registered office at #55-17-2 to 4, C – Block, Fifth floor, Stalin Corporate, Industrial Estate, Road No. 2, Autonagar, Vijayawada, Andhra Pradesh hereinafter referred to as "Company".

If you do not agree with the Terms of Use of the Site, please do not use or access the APP. As such your access or use of the APP implies your acceptance of the said terms of use, as amended from time to time, and constitutes an agreement between you and the Company (User Agreement).

This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011. The Terms of Use herein are subject to change from time to time by the Company without notice. It is strongly recommended that you periodically review the Terms of Use as available on the Application.

The terms 'visitor', 'user', 'you' hereunder refer to the person visiting, accessing, browsing through and/or using the APP at any point in time.

Should you have any clarifications regarding the Terms of Use, please do not hesitate to contact us at apagrosdev@gmail.com.

Services Overview

The APP is a platform for users to undertake purchase transactions with third parties. The Company is not and cannot be a party to or control in any manner any transaction between you and the third party sellers.

As part of the registration process on the APP, the Company may collect the following personally identifiable information about you: Name - including first and last name, email address, mobile phone number and other contact details, demographic profile (like your age, gender, address etc.) and information about the pages on the APP you visit/access, the number of times you access a particular page/feature and any such information. Information collected about you is subject to the Privacy Policy of the Company which is incorporated in these Terms of Use by reference.

Eligibility

Services on the APP would be available to only select geographies in India. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the APP.

However, if you are a minor, i.e. under the age of 18 years, you may use the APP under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. You are prohibited from purchasing any material which is for adult consumption, the sale of which to minors is prohibited. The Company reserves the right to terminate or refuse your registration, or refuse to permit access to the APP, if it is discovered or brought to its notice that you are a minor.

License & Access

The Company grants you a limited sub-license to access and make personal use of the APP, but not to download (other than image caching) or modify it, or any portion of it, except with express written consent of the Company. Such limited sub- license does not include/permit any resale or commercial use of the APP or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Site or its contents; any downloading or copying of information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. The APP may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of the Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the APP and/or its affiliates without the express written consent of the Company. You may not use any meta tags or any other "hidden text" utilizing the Company's name or trademarks without the express written consent of the Company. You shall not attempt to gain unauthorized access to any portion or feature of the APP, or any other systems or networks connected to the APP or to any server, computer, network, or to any of the services offered on or through the APP, by hacking, 'password mining' or any other illegitimate means.

You hereby agree and undertake not to host, display, upload, modify, publish, transmit, update or share any information

- belongs to another person and to which you do not have any right;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, 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;
- harms minors in any way;
- infringes any patent, trademark, copyright or other proprietary/intellectual property rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages communicates any information which is grossly offensive or menacing in nature;
- impersonates another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- 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 any other nation;

Account & Registration Obligations

All users have to register and login for placing orders on the Site. You must keep your account and registration details current and correct for communications related to your purchases from the APP. By agreeing to the Terms of Use, the user agrees to receive promotional communication and newsletters from the Company and its partners. The user can opt out from such communication and/or newsletters contacting the customer services team and placing a request for unsubscribing.

Pricing

The price mentioned at the time of ordering a product shall be the price charged at the time of delivery, provided that a product listed on the APP will not be sold at a price higher than its MRP (Maximum Retail Price). Although prices of most of the products do not fluctuate on a daily basis, some of the commodities and fresh food prices do change on a daily basis. In case the prices are higher or lower on the date of delivery, no additional charges will be collected or refunded as the case may be at the time of the delivery.

Cancellation by APP/Customer

The Company at its sole discretion may cancel any order(s): (a) if it suspects a customer has undertaken a fraudulent transaction, or (b) if it suspects a customer has undertaken a transaction which is not in accordance with the Terms of Use, or (c) in case of unavailability of a product, or (d) for any reason outside the control of the Company including causes for delivery related logistical difficulties.

Further, while all measures are taken to ensure accuracy of product specifications and pricing, the details of a product as reflected on the APP may be inaccurate due to technical issues, typographical errors or incorrect product information provided to the Company by a supplier and in such an event you shall be notified as soon as such error comes to the notice of the Company. In such event, the Company reserves the right to cancel your order and refund any monies that may have been paid by you towards purchase of such products.

We maintain a negative list of all fraudulent transactions and non-complying users, and reserve the right to deny access to such users at any time or cancel any orders placed by them in future.

You Agree and Confirm

- That in the event any product delivery is delayed or is returned from its destination on account of a mistake by you (e.g. providing the wrong name or address or other incorrect/misleading information), any additional costs incurred by the Company for re-delivery of the product(s) shall be borne by you.
- That you will use the services provided by the APP for lawful purposes only, and comply with all applicable laws and regulations while using and transacting on the Site.
- You will provide authentic and true information in all instances where any information is requested of you. The Company reserves the right to confirm and validate the information and other details provided by you at any point of time. If at any time, the information provided by you is found to be false or inaccurate (wholly or partly), the Company shall have the right in its sole discretion to reject registration, cancel all orders, and debar you from using its services and other affiliated services in the future without any prior intimation whatsoever, and without any liability to you.
- That you are accessing the services available on the Site and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through the Site.
- That before placing an order, you shall check and review the product description carefully and in sufficient detail. By placing an order on the Site, you agree to be bound by the conditions of sale included in the item's description without exception.
- That product(s) ordered by you may be replaced by the Company in case of unavailability at the relevant store or for other reasons outside the control of the Company. You may however refuse to accept such replacement product, in which case an amount equal to the price paid for the original product will be refunded to you.

Disclaimers Regarding Products

We have made every effort to display available products, including in respect of their colour, size, shape and appearance, as accurately as possible. However, the actual colour, size, shape and appearance may have variations from the depiction on your mobile screen.

The Company does not make any representation or warranties in respect of the products available on the APP nor does the Company implicitly or explicitly support or endorse the sale or purchase of any products on the Site. The Company accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

You acknowledge and agree that the Company shall act as your agent for retrieval and delivery of product(s) purchased on the Site, and that the Company has no relationship

with you other than to provide such retrieval and delivery service. At no time shall the Company have any right, title or interest to any product(s). The Company does not have any control over the quality, failure to provide or any other aspect whatsoever of the product(s) and is not responsible for damages or delays as a result of products which are out of stock, unavailable or back ordered.

Copyright & Trademark

The Company, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, images, content and other materials which appear on the APP. Access to or use of the APP does not confer and should not be considered as conferring upon anyone any license to the Company or any third party's intellectual property rights. All rights, including copyright, in and to the Site are owned by or licensed to the Company. Any use of the APP or its contents, including copying or storing it or them in whole or part is prohibited without the permission of the Company.

You may not modify, distribute or re-post anything on the APP for any purpose. The names and logos and all related product and service names, design marks and slogans are the trademarks/service marks of the Company, its affiliates, its partners or its suppliers/service providers. All other marks are the property of their respective owners. No trademark or service mark license is granted in connection with the materials contained on the Site. Access to or use of the APP does not authorize anyone to use any name, logo or mark in any manner. References on the Site to any names, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply the Company's endorsement, sponsorship or recommendation of the third party, the information, its product or services.

Objectionable Material

You understand that by using the Site or any services provided on the Site, you may encounter content that may be deemed by some to be offensive, indecent, or objectionable, which content may or may not be identified as such. You agree to use the APP and any service at your sole risk and that to the fullest extent permitted under applicable law, the Company and its affiliates shall have no liability to you for any content that may be deemed offensive, indecent, or objectionable to you.

Indemnity

You agree to defend, indemnify and hold harmless the Company, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, including but not limited to breach of any warranties, representations or undertakings or in relation to the non-compliance with any of your obligations under these Terms of Use, or arising out of a violation of any applicable laws, including but not limited in relation to intellectual property rights, payment of statutory dues and taxes, claims of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

Limitation of Liability

The aggregate liability of the Company, if any, that can be established and proved pursuant to a claim, shall in no event extend beyond refund of the money charged from a user for purchases made pursuant to an order under which such liability has arisen and been established.

It is acknowledged and agreed that notwithstanding anything to the contrary, the Company shall not be liable, under any circumstances, whether in contract or in tort, for any indirect, special, consequential or incidental losses or damages, including on grounds of loss of profit, loss of reputation or loss of business opportunities.

Termination

This User Agreement is effective unless and until terminated by either you or the Company. You may terminate this User Agreement at any time, provided that you discontinue any further use of the Site. The Company may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site.

Such termination will be without any liability to the Company. The Company's right to any Comments and to be indemnified pursuant to the terms hereof, shall survive any termination of this User Agreement. Any such termination of the User Agreement shall not cancel your obligation to pay for product(s) already ordered from the Site or affect any liability that may have arisen under the User Agreement prior to the date of termination.

Governing and Jurisdiction

The User Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws thereunder.

Any dispute or difference, whether on interpretation or otherwise, in respect of any terms hereof shall be referred to an independent arbitrator to be appointed by the Company. Such arbitrator's decision shall be final and binding on the parties. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, as amended or replaced from time to time. The seat of arbitration shall be Vijaywada, Andhra Pradesh and the language of the arbitration shall be English or Telugu.

Subject to the aforesaid, the Courts at Vijaywada, Andhra Pradesh shall have exclusive jurisdiction over any proceedings arising in respect of the User Agreement.

PRIVACY POLICY

Personal Information

The Company respects your privacy and values the trust you place in it. Set out below is the Company's 'Privacy Policy' which details the manner in which information relating to you is collected, used and disclosed.

All visitors to The APP are advised to read and understand our Privacy Policy carefully, as by accessing the APP you agree to be bound by the terms and conditions of the Privacy Policy and consent to the collection, storage and use of information relating to you as provided herein.

If you do not agree with the terms and conditions of our Privacy Policy, including in relation to the manner of collection or use of your information, please do not use or access the APP.

Our Privacy Policy is incorporated into the Terms and Conditions of Use of the APP, and is subject to change from time to time without notice. It is strongly recommended that you periodically review our Privacy Policy as posted on the APP.

Should you have any clarifications regarding this Privacy Policy, please do not hesitate to contact us at apagrosdev@gmail.com

Collection, Storage and Use of Information Related to You

We may automatically track certain information about you based upon your behaviour on the APP. We use this information to do internal research on our users' demographics, interests, and behaviour to better understand, protect and serve our users. This information is compiled and analysed on an aggregated basis.

We also collect and store personal information provided by you from time to time on the APP. We only collect and use such information from you that we consider necessary for achieving a seamless, efficient and safe experience, customized to your needs including:

- To enable the provision of services opted for by you
- To communicate necessary account and product/service related information from time to time
- To allow you to receive quality customer care services
- To undertake necessary fraud and money laundering prevention checks, and comply with the highest security standards
- To comply with applicable laws, rules and regulations
- To provide you with information and offers on products and services, on updates, on promotions, on related, affiliated or associated service providers and partners, that we believe would be of interest to you.

Where any service requested by you involves a third party, such information as is reasonably necessary by the Company to carry out your service request may be shared with such third party.

We also do use your contact information to send you offers based on your interests and prior activity. The Company may also use contact information internally to direct its efforts for product improvement, to contact you as a survey respondent, to notify you if you win any contest; and to send you promotional materials from its contest sponsors or advertisers.

To the extent possible, we provide you the option of not divulging any specific information that you wish for us not to collect, store or use. You may also choose not to use a particular service or feature on the APP, and opt out of any non-essential communications from the Company.

Further, transacting over the internet has inherent risks which can only be avoided by you following security practices yourself, such as not revealing account/login related information to any other person and informing our customer care team about any suspicious activity or where your account has/may have been compromised.

If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities on the APP, we may collect such information into a file specific to you.

We do not retain any information collected for any longer than is reasonably considered necessary by us, or such period as may be required by applicable laws. The Company may be required to disclose any information that is lawfully sought from it by a judicial or other competent body pursuant to applicable laws.

The Site may contain links to other websites. We are not responsible for the privacy practices of such websites which we do not manage and control.

Choices Available Regarding Collection, Use and Distribution of Information

To protect against the loss, misuse and alteration of the information under its control, the Company has in place appropriate physical, electronic and managerial procedures. For example, the Company servers are accessible only to authorized personnel and your information is shared with employees and authorized personnel on a need to know basis to complete the transaction and to provide the services requested by you. Although the Company endeavours to safeguard the confidentiality of your personally identifiable information, transmissions made by means of the Internet cannot be made absolutely secure. By using the Site, you agree that the Company will have no liability for disclosure of your information due to errors in transmission and/or unauthorized acts of third parties.

Please note that we will not ask you to share any sensitive data or information via email or telephone. If you receive any such request by email or telephone, please do not respond/divulge any sensitive data or information and forward the information relating to the same to apagrosdev@gmail.com for necessary action.

Communication with Company

If you wish to correct or update any information you have provided, you may do so online, through the APP itself. Alternatively, you may contact the Company to correct or update such information by sending an e-mail to: apagrosdev@gmail.com

In the event of loss of access to the APP, you may contact the Company by sending an e-mail to: apagrosdev@gmail.com