



**Kisan Guru**  
Farmer's Destination

## Terms & Conditions

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Please read the terms and conditions in details before accessing or using our platform. These terms and conditions along with the privacy policy updated on the platform, additional with other policies is mainly mentioned as contract information between the Users and the Company. It is a collective Agreement which is mandatory to abide by while using the platform, time to time.

### About the Terms

#### 1. What is Kisan Guru and who operates it?

Kisan Guru is an application which provides an online marketplace ("Application") where registered suppliers ("Suppliers") can offer to sell their products to registered users of Application including to resellers ("Resellers") and other Users.

The Application and the website at [www.kisan-guru.in](http://www.kisan-guru.in) ("Website") (collectively, "Platform") are operated by VIRUTECH AGRI Private Limited ("Company").

The Company's role is limited to the managing Application and associated marketing, facilitating payment collections, fulfillment, order management, enquiry management and other incidental services to enable the transactions between the Suppliers and the Reseller ("Services").

Services are not made available on the Website and to avail the same, Users are required to install the Application.

#### 2. When are these terms applicable?

The Agreement is applicable to any person when they install, download or even merely visit or access any part of the Platform or utilize the Services, such persons are referred to as users, which include without limitation users who are browsers,



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Suppliers, Resellers, merchants, other purchaser or contributors of content (collectively, "User").

The Agreement between the User and Company is effective on the date on which the Application is downloaded/Website is accessed and/or the date on which terms of Agreement are updated, creating a legally binding arrangement between the User and the Company.

### 3. Can these terms and conditions be modified?

Users can review and go through the most current version of the Agreement at any time on the Website as per their convenience. Company reserves the right to unilaterally update, change or replace any part of the Agreement by publishing updates or changes on the Platform and such amended provisions of the Agreement shall be effective immediately upon being posted on the Platform. The changes are updated as per the business requirement.

It is the sole responsibility of the Users to check this page periodically for changes. The Users' continued use of or access to the Application following the posting of any changes constitutes acceptance of those changes.

Note: If the User does not agree with the terms of the Agreement, the User is advised to refrain from using the Platform. By accessing or using the platform, the user irrevocably accepts the Agreement and agrees to abide by the same (as updated from time to time).

### 4. Account Registration, its Suspension, and Termination issues

Company does not permit Users to avail the Services on the Platform without prior registration. Users may access the Application by registering to create an account and become a member. The membership is limited for the purpose of buying or selling products, is subject to this Agreement and strictly not transferable.



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5. For the use of Platform, is a User subject to any eligibility criteria?

The Services on the Platform shall be availed by User(s) who can form legally binding contracts under Indian Contract Act, 1872 and are at least eighteen (18) years of age.

The Company reserves the right to terminate the Users account and / or deny access to the Platform if it is brought to the Company's notice or if it is discovered that the User does not meet the conditions as mentioned herein. User(s) accessing or using the Platform represent and warrant that they have the right to access or use the Platform.

6. Specific Requirements for Registering on Kisan Guru's platform

When registering on the platform, Users must provide a working phone number. By registering, User agrees to be contacted by Company for purposes such as subscription, services, promotional updates, etc. via phone calls, SMS notifications, instant messages, or other similar means of communication. Users have the option to "opt-out" of these subscription/service/promotional updates using the given channels or by writing to the support staff.

In order for the Company to contact the Users by SMS, it is the Users' duty to supply a valid mobile number that is working. The Users comprehend and acknowledge that the Company will be deemed to have effectively communicated with the Users if an SMS is sent by the Company but is not received by the Users because the Users' mobile number is incorrect, out of data, blocked by the Users' service provider, or the Users are otherwise unable to receive SMS.

It is the User's obligation to register with accurate, current, and complete information and to update such information as necessary to keep it that way.



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## 7. Reasons that fall under the Termination of a registered account

The Company reserves the right to suspend or terminate the account or access to Services (or any part thereof) or block the User on the Application including blocking any amounts due to the User and associated account without notice and the Users will remain liable for all amounts due up to and including the date of termination, if:

- any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete; and/or
- in Company's assessment, the User has:
  - Charged an unreasonably high price;
  - Unreasonable instances of returns and/or cancellations initiated;
  - Engaged in actions that are fraudulent, negligent or derogatory to the Company's interests.
  - Failed or is suspected to have failed to comply with any term or provision of the Agreement or applicable law.
- User is found to be non-compliant with the Agreement.

Further, where the violation of the Agreement gives rise to criminal or civil action, the Company may at its sole discretion pursue such action.

Without prejudice to the above stated rights of the Company, in case of alleged fraud or other breach of this Agreement by User, Company may at its sole discretion (a) withhold all amounts payable to such User; and (b) impose penalties as the Company may reasonably determine and set off such penalties from the monies payable by Company to such User.



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## Placing orders & other financial terms

The Application allows Users to place orders for the products listed by Suppliers on Application and the Application, subject to Agreement herein, facilitates the placement of orders for the products by the Users.

On receipt of an order from a User, Company shall send electronically a confirmation of such order to Supplier and the User concerned. Further, the Company may inform the User about the availability or unavailability or change in price of the order as informed by Supplier concerned, from time to time. Confirmation of the order by Supplier shall be treated as final.

The Company does not own, sell or resell any products on its own and/or does not control the Suppliers and only facilitates the transaction between buyers and sellers including User and Supplier as a 'marketplace'. Company makes all reasonable efforts to promptly update the Users account and other information in order to assist facilitate the transaction completion. Hence, Users are required to provide current, complete and accurate purchase and account information for all purchases made at on the Application.

Additionally, fulfillment of orders to their end users/consumers by Reseller shall be the responsibility of the Reseller such end user/consumer. Any add-on service provided by Platform towards such order shall be provided merely as a service provider of such Reseller by the Platform and accordingly, Platform shall not have any privities of contract with such end user/consumer.

1. How does payment and settlement of the payments work on Kisan Guru's platform?

The Users understand and accept that the Company may act as the payment agent at the request of the Supplier or the Reseller for the specific purpose of accepting payments on behalf of such Suppliers and Resellers. Users acknowledge, agree, and understand that the payment facility offered by the Company is not a banking or financial service, but rather only a facilitator offering a third party payment processor for the transactions on the Application. Furthermore, the Company is not acting as a trustee or in a fiduciary capacity with regard to the transaction or the



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transaction price by offering the payment facility. Any fees incurred by the User's bank in connection with payment of the full amount will not be covered by the Company.

In connection with any order, information such as name, billing address and credit card information may need to be provided either to the Company or the third party payment processor. If the Users are directed to the third party payment processor, they may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Users are requested to review such terms and conditions and privacy policy before using the Application. In case of Reseller providing billing information, delivery address or other contact information of its end user/consumer to Company or other delivery service provider, Reseller shall ensure that it has necessary consents and approvals from the respective end user/consumer as may be required under applicable law.

On behalf of the Reseller or Supplier, as applicable, Company merely collects the payment. The Supplier or Reseller shall be responsible for collecting and determining any relevant taxes and levies, including their rates and methods of application. The legal legitimacy or correctness of the imposition of such taxes is not the responsibility of the company. The Reseller shall be solely responsible for any legal issues relating to the taxes due.

The transaction ("User Transactions") is bilateral between Suppliers and Users and/or Reseller and end users/consumers, and the Company is not required to charge or deposit any taxes related to such transaction.

The User may provide the bank account details to receive any refunds, margins, referrals and/or other payments which may be owed to the User by Kisan Guru. While a User is permitted to update the bank account details, the following conditions will apply: (a) the user cannot edit or update the bank account details if the bank details already provided are valid and there is no pending payment to the User from Kisan Guru; (b) the user cannot edit or update the bank account details if there is a pending transaction which is being processed to the existing bank account; (c) the user cannot edit or update the bank account details if the new account number which is being inserted is already in use in another User's account. The User can only attempt to edit or update the bank account details three times in a day. If the User fails to update the bank account within three attempts, the User will have to wait for 24 hours to attempt to update the bank account details again.



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Kisan Guru may also designate a total number of edits or updates a User can carry out to the bank account details in the lifetime of the account holder. In the event that: (a) a User has breached the total limit to edit or update the bank account details and (b) the same bank account is used for more than ten platform accounts, the User will have to contact the customer support in order to update the bank account details again. Kisan Guru reserves the right to change this policy on editing and updating the bank account at its sole discretion.

2. What are the terms and conditions regarding the offers and benefits provided on the Platform and advertised by Kisan Guru?
  - Subject to below and unless otherwise mentioned, all product discounts and offers are by the Suppliers and not by the Company.
  - From time to time, we may conduct various types of marketing and promotional campaigns which may include offers, discounts and other promotional offers to be used on our platform. Such offers shall be subject to the terms and conditions which are solely determined by us, and the terms of such discounts and offers may vary for the customers based on factors relating to the customer such as usage of the platform, volume of transactions, time spent on the platform, city, place of residence, time, etc.
  - We reserve the right to void, discontinue, cancel or reject the use of any of the offers, discounts or promotional offers without any prior intimation.
  - The offers, discounts and promotional offers may be changed or amended from time to time.
  - It is your responsibility to review and comply with the terms and conditions governing the offers, discounts and other promotional offers provided on our platform.
  - Any of the offers, discounts or promotional offers may not be valid when used in conjunction with other promotional offers or vouchers unless explicitly permitted by us or the seller.



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- The offers, discounts and promotional offers cannot be exchanged for cash and can only be availed in accordance with the terms and conditions of the offers, unless otherwise communicated.
- Certain offers, discounts and promotions offered such as first order discount, reactivation discount etc., may be applied at the cart level and in the event that multiple products are purchased in a single transaction, then such offer, discount, promotion may be divided and applied to each product in the cart, in a manner determined by us.
- Subject to Kisan Guru's Cancellation and/or Return, Refund and Replacement policy, if the User: (i) cancels any product which is subject to any promotions, offer or discounts; or (ii) returns any product purchased which is subject to any promotions, offer or discounts, the User will be eligible to receive only the refund of the amount paid by the User on the purchase of such product.
- In the event, any product is cancelled or returned in accordance with Kisan Guru's Cancellation and/or Return, Refund and Replacement Policy, then any offer, promotion, discount applied to such product shall be forfeited.
- We and/or the Seller shall have no liability with respect to the offers, discounts and promotional offers on the Platform.

# Kisan Guru

## Use of the Platform Kisan Guru

1. Does the Company guarantee performance of the agreement or other arrangements inter se between User(s) or otherwise in respect of products on Platform?

Company, through Platform, is a mere facilitator of the transaction including between Supplier and User and is not responsible for any non-performance or breach of any contract entered into towards User Transactions. The Company cannot and does not guarantee that the concerned Suppliers will perform any transaction concluded on the Platform. The Company shall not and is not required to mediate or resolve any dispute or disagreement between the Users concerned including with any other third party.



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The Company does not represent any of User or Supplier, and disclaims any liability with respect to any error or inconsistency with respect to any information relating to such Supplier or User displayed on the Platform.

The Company does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its Users. Company shall not be liable for any misuse of information shared by Users with it; or through the Users profile; or with a third party on the Platform, chat rooms, forums, or comments.

Users acknowledge and agree that the Company is not an arbitrator or judge of disputes concerning intellectual property and it cannot, by any means, verify that any Supplier or Reseller selling or supplying merchandise on/through the Platform have the right to sell the products. Company encourages Users to assist it in identifying listings on the Platform, which, according to the Users' knowledge or belief infringe their rights or third party rights.

Company does not at any point of time during any transaction between any Supplier and a User take possession of any product offered nor does it at any point gain title to or have any rights or claims over such products. At no time shall the Company hold any right, title or interest over the products nor shall the Company have any obligations or liabilities in respect of such contract entered into between the Users. Company is not responsible for damages or delays as a result of products which are out of stock, unavailable or back ordered.

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2. Whether the use of Platform

(a) Is restricted in any manner; and

(b) Requires any generic compliance from User?

User should not use the Platform to host, display, upload, download, modify, publish, transmit, update or share any information which:



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- Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- Is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Is harmful to a child or a minor;
- Harasses or advocates harassment of another person;
- Infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
- Promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices.
- Tries to gain unauthorized access or exceeds the scope of authorized access to the Application or to the profiles, blogs, communities, account information, or other areas of the Application or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- Interferes with another User's use and enjoyment of the Platform or any third party users enjoyment of similar services;
- Refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the spirit of these Terms;
- Violates any law for the time being in force;



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- Impersonates another person;
- Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, threatens public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or insulting other nations.
- Contains software viruses or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information; and
- Directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- When accessing or using the Platform or availing the Services, the User has to comply and ensure the following:
  - All registration information submitted by User is truthful, lawful and accurate;
  - User's use of the Application/Platform shall be solely for their use and they shall not authorize others to use the account;
  - User does not submit, post, upload, distribute, or otherwise make available or transmit any information that: (i) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (ii) is bigoted, hateful, or racially or otherwise offensive; (iii) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (iv) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them;
- All necessary licenses, consents, permissions and rights are owned by Users and there is no need for any payment or permission or authorization required from any other party or entity to use, distribute or otherwise exploit in all manners permitted by the Agreement, all trademarks, copyrights, patents, trade secrets, privacy and publicity rights and / or other proprietary rights contained in any content that Users submit, post, upload, distribute or otherwise transmit or make available;



- User will not use Platform in any way that is unlawful, or harms the Company or any other person or entity;
- User will not post, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Platform or any connected network, or otherwise interfere with any person or entity's use or enjoyment of Application;
- User will not use another person's username, password or other account information, or another person's name, likeness, voice, image or photograph or impersonate any person or entity or misrepresent your identity or affiliation with any person or entity;
- User will not or attempt to delete or modify any content of Platform, including but not limited to, disclaimers or proprietary notices such as copyright or trademark symbols, logos;
- User will not post or contribute any information or data that may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political or contrary to our interest;
- User shall not access Platform without authority or use Platform in a manner that damages, interferes or disrupts, any part of Platform or any equipment or any network on which Platform is stored or any equipment of any third party;
- User shall not attempt to gain unauthorized access to any portion or feature of the Application, or any other systems or networks connected to the Platform by any means. User shall not probe, scan or test the vulnerability of Platform nor breach the security or authentication measures on Platform or any network connected to Platform.
- User agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of Platform or any transaction being conducted on Platform, or with any other person's use of Platform. User may not use Platform or any of its content for any purpose that is unlawful or prohibited by this Agreement.



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- User shall at all times ensure full compliance with the applicable law, as amended from time to time, including that of (i) the Information Technology Act, 2000 and the rules thereunder; (ii) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (iii) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to Direct and Indirect Taxes applicable as per current statute in the country) regarding the use of the Application and listing, purchase, solicitation of offers to purchase, and sale of products or Services. User shall not engage in any transaction which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
- In order to allow Company to use the information supplied by the Users, without violating any rights or any laws, Users agree to grant Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights. Company will only use the information in accordance with this Agreement, applicable to use of Platform and for provision of Services.

Company shall at times and at their sole discretion reserve the right to disable any user identification code or password if any User has failed to comply with any of the provisions of this Agreement. Company shall have all the rights to take necessary action and claim damages that may occur due to User's involvement/participation in any way either on their own or through group/s of people, intentionally or unintentionally in hacking.

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#### Intellectual Property (IP) and IP Infringement

1. Can User use the content published on Platform such as "Kisan Guru" mark when doing business with other parties?
  - Users may not use any trademark, service mark or logo of any independent third parties without prior written approval from such parties.



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- "Kisan Guru" and related icons and logos whether registered or unregistered are the trademarks of the Company and are protected under applicable copyright,

trademark and other proprietary and intellectual property laws. Users' unauthorized adoption copying, modification, use or publication of these marks is strictly prohibited.

- Users must not modify the paper or digital copies of any materials printed or downloaded in any way, and they must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- Users must not use any part of the materials on Platform for commercial purposes without obtaining a license to do so from Company. All rights, not otherwise claimed under this Agreement by Company are hereby reserved.
- User understands that Platform and software embodied within Platform may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Company or other parties that facilitate the same. User agrees that it will not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded in the Platform.

## 2. How does the Company deal with IP infringement?

Any trademark, word mark or intellectual property of any User(s) or Supplier(s) belongs to such User(s)/Supplier(s) alone, and Company has no right or claim over the same.

Company reserves the right in its sole discretion to remove any material/content/photos/offers displayed on the Platform which in Company's reasonable belief is unlawful or could subject Company to liability or is in violation of this Agreement or is otherwise found inappropriate in the Company's opinion. Company reserves the right to cooperate with any investigation in this regard.

Company reserves the right to suspend or terminate the account of a User as deemed appropriate by it. Users agree that the Company shall have no liability to any Users, including liability in respect of consequential or any other damages, in



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the event Company takes any of the actions pursuant to allegations of IP infringement.

Users acknowledge and agree that Company is not an arbitrator or judge of disputes concerning intellectual property and it cannot, by any means, verify that any Supplier selling or supplying merchandise on the Platform have the right to sell the products. Company encourages Users to assist it in identifying listings on the Platform, which, according to Users' knowledge or belief infringe their rights or third party rights.

The delisting of product from Platform is to safeguard Company's interest, by taking down a listing, Company does not and cannot be deemed to be endorsing a claim of infringement and further in those instances in which Company declines to take down a listing, Company does not and cannot be deemed to be endorsing that the listing is not infringing of third party rights or endorsing any sale or supply of merchandise or services pursuant to or on account of such listing.

3. What will happen to the user order in case of a shutdown or any other force event?

Force majeure or other similar events that directly or indirectly impact Company and/or the Platform shall not in any way make Company liable for any damages. Real or potential labor disputes, governmental actions, war or threat of war, sabotage, civil unrest, demonstrations, fire, storm, flooding, explosion, earthquake, epidemic or pandemic, provisions or limitations of materials or resources, inability to obtain the necessary authorization, accident, and flaw in the electricity or telecommunication network are just a few examples of force majeure events.

The Company has the right to limit or suspend the Platform until further notice due to force majeure or other uncontrollable circumstances, as well as any obstacles, delays, or difficulties encountered during Platform maintenance.



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4. Under what circumstances may User be liable for any damages to Company?

User shall indemnify, defend, and hold harmless Company and its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs, and expenses (including legal and statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Company that arise out of, result from, or in connection with:

- User's breach of this Agreement;
- Any claims made by any third party due to, or arising out of, or in connection with User's use of Platform including by end users/consumers of Reseller(s);
- The User's violation of any rights of another, including intellectual property rights; and
- The User's violation of any applicable laws.

Communication

Send any inquiries, worries, or questions you may have regarding the Agreement to the Company at [info@kisan-guru.in](mailto:info@kisan-guru.in) or contact us at 8411004540 or can visit the office P NO 64, 103/1, 1066/2, NEAR VAIBHAV OIL MILL, Isbavi, Pandharpur, Solapur, 413304, Maharashtra, India.

How will the Company contact User?

All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, by email to the last-known correspondence, fax or email address provided by User(s) on the Platform, or by posting such notice or demand on an area of the

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Notice to a User(s) shall be deemed to be received by such User(s) if and either when sent to User at the address, email or other communication details provided by such User at the time of registration, whether in physical or electronic form, has been sent to such User(s), or immediately upon publishing of such notice on an area of the Platform that is publicly accessible.



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