

Conditions of Use

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Conditions of Use

Please read these conditions carefully before using the App. By using the App, you signify your agreement to be bound by these conditions.

In addition, when you use any current or future services or facilities available on App ("**Amazon Service**"), you will also be subject to the terms, guidelines and conditions applicable to that Amazon Service ("**Terms**"). If these Conditions of Use are inconsistent with such Terms, the Terms will control.

These "**Conditions of Use**" constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

- **Conditions Relating to Your Use of App**
- **Notice and Procedure for Making Claims of Rights Infringement**
- **Amazon Software Terms**

Conditions Relating to Your Use of App

1. **Your Account**

If you use the App, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if 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. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update the information, you provided us with, in the 'Profile' section of the App. At the time of your registration, the App will (including through third party service providers) send OTP to your mobile number and auto-fill the said OTP on the App for verifying your number as part of setup and security. Amazon reserves the right to refuse access to the App, terminate accounts, remove or edit content at any time without notice to you.

2. **Privacy**

Please review our Privacy Notice, which also governs your visit to App, to understand our practices. The personal information / data provided to us by you during the course of usage of the App will be treated as strictly confidential and in accordance with the Privacy Notice and applicable laws

and regulations. If you object to your information being transferred or used, please do not use the App.

3. E-Platform for Information

The App is an online platform that enables you to obtain information (which hereinafter also mean and include recommendations on App) in connection with agricultural practices and materials in your preferred location(s), if available. You acknowledge and agree that whilst Amazon, its Affiliates and their employees, service provider, contractor and agents have used reasonable endeavors in compiling the information provided on the App, there is no assurance as to its accuracy, completeness or usefulness or that such information is error-free. Neither is it mandatory for you to use the App nor are you bound to use, consume, or apply any or all of the information (including recommendations) provided by the App for your agriculture / cultivation produce (even if you choose to supply such produce to Amazon). Please use the App and its recommendations based on your best and prudent judgment.

You may copy the recommendations made available on the App only for the purposes of communicating with us on the App. Except and strictly to the extent provided above, any copying, redistribution or republication of the information, or the content thereof by the user of the App, without prior written consent of Amazon is strictly prohibited.

4. Access to App

We will do our utmost to ensure that availability of the App will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the App may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

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- for fraudulent purposes, or in connection with a criminal offense or other unlawful activity;
- to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, insulting or harassing, blasphemous, defamatory, libelous, obscene, pornographic, paedophilic, or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, patent, confidentiality, privacy or any other proprietary information or right; 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, defence, security or sovereignty of India or friendly relations with foreign States or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource, political campaigning, commercial solicitation, chain letters, mass mailings or any 'spam', or is patently false and untrue; or
- to cause annoyance, inconvenience or needless anxiety.

8. Reviews, comments, communications and other content

If so allowed by the App, users of this App may post reviews, comments and other content; send communications (including pictures and videos) to the App; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of 'spam'. In the event a user uses a false e-mail address or mobile number, impersonates any person or entity, or otherwise misleads as to the origin of any content, Amazon reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgement of Amazon violates these Conditions of Use and, or terminate your permission to access or use this App.

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You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the App; that, as at the date that the content or material is submitted to Amazon / the App: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable App policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory); (iii) the content is lawful. You agree to indemnify Amazon and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

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14. Indemnity

You shall indemnify and hold harmless Amazon, its subsidiaries, affiliates and their respective officers, directors, employees, representatives, agronomists, agents, contractor and service providers 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 Conditions of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

15. Children

Use of the App is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. You hereby represent and warrant that you are lawfully able to enter into contracts (e.g., you are not a minor). In addition, if this Conditions of Use is being agreed to by a company or other legal entity, then the person agreeing to this Conditions of Use on behalf of that company or entity hereby represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this Conditions of Use.

16. Other Businesses

We may provide information regarding products of other businesses or links to the websites of other businesses offering or selling relevant agricultural materials. We are not responsible for examining or evaluating, and we do not warrant or endorse the products or offerings of any of these businesses or individuals, or the content of their websites. Amazon does not assume any responsibility or liability for the actions, products, and content of any of these and any other third-party. You may approach such businesses or purchase their products at your sole discretion. Neither such sale or transaction will take place on the App, nor will Amazon be involved in your communication or transaction with such other businesses. You should carefully review their privacy statements and other conditions of use and sale.

17. Communications

When you visit the App, you are communicating with us electronically. You will be required to provide a valid phone number while creating an account on the App. We may communicate with you by e-mail, SMS, phone call, the 'chat' interface on the App, by posting notices on the App or by any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the App and/or your queries placed with Amazon.

18. Losses; Limitation

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the App.

Notwithstanding anything contained in this Conditions of Use, Amazon's aggregate liability arising out of or in connection with your usage of the App will not exceed [INR 5,000].

19. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our App, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you access or use the App / information available on the App, unless any change to those policies or these Conditions of Use is required to be made by law or government authority (in which case it will apply to usage previously made by you). If any of these Conditions of Use is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

20. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these Conditions of Use if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

21. Waiver

If you breach these Conditions of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

22. Governing law and Jurisdiction

These Conditions of Use are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Delhi.

- 23. Taxes:** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any related penalties, interest, and other additions thereto), if any, that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

23. Miscellaneous: *The parties are independent contractor, and these Conditions of Use will not be construed to create a partnership, association of persons, joint venture, agency, employment, or any other relationship between the parties and the parties shall not bind each other into any other agreement or obligation. You will not assign your obligations under this Conditions of Use without prior written consent of Amazon. However, Amazon shall maintain assignment rights (a) to any of its affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.*

24. Our Details

This App is operated by Amazon Retail India Private Limited.

For the App, you could contact us by visiting: kisansupport@amazon.in

25. Amazon Software Terms

In addition to these Conditions of Use, the terms found here apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with App (the "**Amazon Software**").]

When you use the App, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider or a map data or weather data provider. Your use of these third-party services may be subject to the separate policies, terms of use, and fees of these third parties. Further, you agree to not use these services in violation of the aforesaid terms of use, and policies.

26. Sanctions and Export Policy

You may not use the App if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the App. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software (including Amazon Software), technology and services.

Notice and Procedure for Making Claims of Right Infringements

If you believe that your rights are being infringed, you may fill out and submit the Notice Form. We respond expeditiously to rights owners and their agents who complete and submit the Notice Form to communicate concerns about any alleged infringement.

Upon receipt of a Notice Form we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. Furthermore, in submitting a Notice Form, you grant to Amazon the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding the Notice Form to the parties involved in the provision of the allegedly infringing content. You agree to indemnify Amazon for all claims brought by a third party against Amazon arising out of or in connection with the submission of a Notice Form.

Important Warning: giving false, misleading or inaccurate information in the Notice Form to Amazon may result in civil and/or criminal liability. You should contact a legal advisor should you have any questions.

Notice Form:

If you believe that your rights are being violated by an item or information on the Amazon.in site, you may fill out and submit the Notice Form (below). This signed form can be sent via E-mail PDF to the Grievance Officer:

Name: Atharva Kanakdande

e-mail PDF: kisangrievanceofficer@amazon.in

Subject Line: Claim of Infringement

Or

Amazon Retail India Private Limited,
Block E, 14th Floor, Unit Nos. 1401 to 1421 International Trade Tower, Nehru Place, New Delhi – 110 019

(We will accept a signed PDF via e-mail with the subject line "Claim of Infringement", unless by prior agreement we have agreed with you for an alternative receipt mechanism).

Notice Form

Re: [insert]

I, **[INSERT FULL NAME AND TITLE]** of **[COMPANY NAME, IF APPLICABLE]**, state as follows:

1. Contact information
:(a) Your and/ or your company's name, address, telephone number and contact email address;
(b)The contact email address and/or name which we will provide to third party brands (if relevant) so they may contact you to resolve any issues regarding your notification to us. If you do not provide a separate contact email, you authorize us to use the contact information you provide in (1)(a).
2. The details of product information (if applicable) and Allegation of Infringed Right:
(a) The detailed description of where the information that you claim is infringing your rights is located on the App; if regarding a third party brand's product please also provide the name used to identify the brand's product on the App (look for [insert] in the [agriculture material section]). (b) A description of your intellectual property right(s) that you claim has/have been infringed (e.g. copyright, trademark or patent) by the information of/for this [insert]. [REPEAT (2)(a-b) as necessary for multiple items, see example Notice Form here.]
3. Include the following statement: "I have a good faith belief that the portion of the content(s) described above violate(s) the intellectual property rights owned by the intellectual property owner or its agent, nor is such use otherwise permissible under law."
4. Include the following statement: "I represent that the information in this notification is true and correct and that I am the intellectual property owner or authorised to act on behalf of the intellectual property owner for the rights described above."
5. Sign the Notice Form.

Notice and Procedure for Notifying Amazon.in of Objectionable Content

If you believe that any content on, or advertised for sale on, the website contains any Objectionable Content as defined under Section 8 above, please notify us immediately by copying the Notice to Amazon.in of Objectionable Content below into your word processor program, complete it in accordance with the instructions set out in the Notice and send a signed copy via E-mail PDF or Fax to the Grievance Officer:

Name: Atharva Kanakdande

e-mail PDF: kisangrievanceofficer@amazon.in

Subject Line: Claim of Objectionable Content

Or

Amazon Retail India Private Limited,
Block E, 14th Floor, Unit Nos. 1401 to 1421 International Trade Tower, Nehru Place, New Delhi – 110 019

Please note that this procedure is exclusively for notifying Amazon of Objectionable Content on (including advertisements, if any) on the Amazon Kisan mobile application. Please provide your address, telephone number, and e-mail address when sending the notice to us.

Important Warning: Giving false, misleading or inaccurate information in the Notice to Amazon.in may result in civil and/ or criminal liability.

Notice to Amazon.in of Objectionable Content

In the matter of [insert]

I, **[Please set out your full name]** of **[please give your postal address]**, **[please set your occupation]**, says as follows:

1. I refer to the Amazon Kisan mobile application ("**the App**"). I make this statement in support of my giving Amazon notice that, via the App, it is causing or contributing to the publication of Objectionable Content.
2. The Objectionable Content (delete whichever paragraph is not applicable): (a) The Objectionable Content appear on page **[please state the page number(s) where you consider the words constitute Objectionable Content]**. OR (b) appear on the App at **[please cut and paste the address of the relevant App page from the App where the Objectionable Content appears]**.
3. The words/ content that I consider to be Objectionable Content are **[please repeat the exact words you are complaining about]**.
4. This content is Objectionable Content because **[please state why you consider the content is Objectionable Content]**.
5. I understand that this statement may be used in any court proceedings that may arise out of or relating to the Objectionable Content which I have complained about.

Statement of Truth

I declare the facts stated above to be true.

Signed:

Dated:

Please read the conditions of use carefully before using the Amazon Kisan mobile application ("**App**"). By using the App, you signify your agreement to be bound by these conditions.

Amazon Software Terms

1. Use of the Amazon Software

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3. No Reverse Engineering

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