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## **Welcome to KAFFEECUP!**

The following document is published in accordance with the Information Technology Act Rules, 2011. According to this we need to publish the rules and regulations, Terms of Use and Privacy Policy for the access or usage of KAFFEECUP app.

Wherever requires in reference with these Terms of Use “You” or “User” shall mean any legal person who has agreed to become a viewer (or blogger) on the platform by providing data while registering on the Platform. And the term “KAFFEECUP”, “We”, “Us”, “Our” shall mean KAFFEECUP (company name).

## **1. AGREEMENTS TO TERMS**

The Terms and Conditions (terms of Use) hereunder govern your use of KAFFEECUP and its services that we offer, except where we expressly mention that separate terms apply (and not these). And by mere use of KAFFEECUP you shall be contracting with KAFFEECUP and the owner of the platform. The Terms and Conditions including the policies constitute legally binding obligations between you, whether personally or on behalf of an entity (you) and KAFFEECUP. By using our Platform, you have read, understood and agree to be bound by these terms of services and Conditions.

**If you do not agree with all of these Terms of Use and Conditions, then you are prohibited from using KAFFEECUP and Services and you must discontinue use immediately.**

We don't charge you to use KAFFEECUP and its services covered under these Terms of Use. We use your personal data (such as your full name, user name, mobile number, desired password, email (optional),

district, nearest city, zip code of your area, geo location address, profile photo,) to help you show the data according to your region.

When you avail our services through KAFFEECUP, including yet not limited to, you will be subjected to the policies, terms of Use and conditions pertinent to such services, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as a part of this Terms of Use.

## **2. UPDATES TO THESE TERMS OF USE**

KAFFEECUP reserve all rights, at our sole discretion, to change or modify portions or complete part of these Terms of Use or/and include or remove portions of these Terms of Use, at any time without any prior drafted notice to you. The updated version of these Terms and Conditions will be demonstrated by an updated “Revised” data and updated version will be effective as soon as it is accessible.

You shall ensure to inspect and review these Policies, Terms of Use and Conditions periodically to stay informed of updates or changes. Post update of these Policies, Terms of Use and Conditions if you continue to use KAFFEECUP it would mean that you accept and agree to the emendation.

**As long as you conform these Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the app.**

## **3. ACCEPTABLE USE**

You may not access or use KAFFEECUP for any purpose other than that for which KAFFEECUP or/and our services available. KAFFEECUP may not be used in connection with any commercial endeavours (yet not limited to) except those that are specifically endorsed or approved by us.

## 4. WHO WE ARE

KAFFEECUP, is information providing system for coffee community, Everyday ICE (Inter Continental Exchange) provide coffee commodity price in US cents/lb for Arabica coffee and USD/tonne for Robusta, so we in KAFFEECUP convert that price to Rs/kg and update it and publish in our application. Coffee planters (growers) & Buyers need this information, so that it will help them to sell/buy the commodity, additional to that we provide market trend information through graph with that weather forecast and feed section.

## 5. SERVICES WE OFFER

COFFEE MARKET REPORT: we know that ICE (Inter Continental Exchange) stock market provide information about coffee commodity future market price. The future price is in the form of US cents/lb for Arabica and USD/tonne for Robusta, this information will be shown in Rs/Kg so that it will help the coffee growers to understand the exact market trend. ICE will update the price based on the bidding done by the consumers, so the price rate will keep fluctuating entire day, so in KAFFEECUP we will update the price in our application every hour/ on any specific interval for a current day.

MARKET TREND: We will provide the market trend information using graph, this information will exactly show what is happening in the ICE market on daily basis.

FEED: This feature will actually helps the coffee community to know additional information, news, announcement etc. Here users can like, comment and share the content.

WEATHER FORECAST: Every day for any agriculturist the main thing is to know the present day weather forecast which will help them to decide their farming activity, so we decided to provide that information in our application.

BLOG USER: *We've created separate application to update/post content to our feed section, so that third party users (Organization, Recognized Individual or by KAFFEECUP staff) can help the coffee community by spreading their information related to coffee.*

## **6. WHO CAN USE KAFFEECUP**

You may use KAFFEECUP only in compliance with these Terms and all applicable laws. When you create your KAFFEECUP account, you must provide us with accurate and complete information.

Anyone who is above 18 years of age or at least 18 years old may register as user/blogger/staff at KAFFEECUP. Any use or access by anyone under the age of 18 is not permitted or if verifiable parental consent for your use of KAFFEECUP has been provided to us. Using KAFFEECUP may include downloading application to your phone, tablet, or other device. You agree that we may automatically update that software, and these Terms will apply to any updates.

## **7. POSITING FEED**

KAFFEECUP allows you to post blogs, including photos, video clips, text, links, and other content. Anything that you post or otherwise make available on KAFFEECUP is referred to as "User Content." You retain all rights in, and are solely responsible for, the User Content you post to KAFFEECUP.

## **8. USER/BLOGGER/STAFF COVENANTS AND OBLIGATIONS**

As a user of KAFFEECUP you concur, undertake and affirm that your use of KAFFEECUP shall be strictly governed by the accompanying binding ethics:

**a) KAFFEECUP hereby informs you that you are prohibited from posting, hosting, displaying, uploading, modifying, publishing, transmitting, updating, or sharing any information which:**

- belongs to someone else and to which you do not have any right to (without mentioning source of content/providing credit to rightful owner);
- 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 whatsoever;
- is misleading/deceiving the addressee about its origin which is grossly offensive or menacing in any way;
- shall not be false or inaccurate
- harms minor in any manner;
- violates any law for the time being in force
- impersonates or defames another person in any manner;
- involves the transmission of "junk mail", "junk letters", or unsolicited mass mailing or "spamming";
- promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, hostile or libellous;
- infringes upon or violates any third party's rights including, yet not restricted 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;
- infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve any fraudulence;
- contains restricted or password-only access pages, or shrouded pages or images (those not linked to or from another accessible page);

- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- contains video, photographs, or images of another person (with a minor or an adult);
- endeavors to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, or other areas of the Platform 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 other individual's use and enjoyment of similar services;
- 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;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- shall not create liability for KAFFEECUP or cause us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

**b) A User may be considered fraudulent or loss to business due to fraudulent activity if any of the accompanying scenarios are met:**

- Misuse of another Users's phone/Id;
- Users uses invalid Email (if provided) and Mobile number;
- Miscellaneous activities conducted deliberately to cause loss to business to KAFFEECUP

**c)** You shall not use the Platform for any unlawful and fraudulent purposes, which may cause exasperation and inconvenience and abuses any policy and rules of the company and interrupt or causes to interrupt, damages the use by other Users of KAFFEECUP.

**d)** You shall not use any erroneous e-mail address (if provided), impersonates any person or entity, or otherwise misleads KAFFEECUP with malafide intentions.

**e)** You shall not attempt to gain unauthorized access to any portion or feature of KAFFEECUP, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.

**f)** We on "FEED" landing page allow our Users to experience free exchange of ideas and observations regarding interest in the coffee market, including 'viewing user/staff/blogger generated content' and/or 'videos', 'posting comments', 'liking posts' and 'sharing posts'. By accessing, viewing, liking, commenting, sharing and/or posting any user/staff/blogger generated content and/or to any specific dedicated page on the Platform, you accept and consent to the practices described in these 'Terms of Service' and 'Privacy Policies', as well as any other additional terms prescribed for the use of this services by KAFFEECUP on the Platform. You agree and undertake that when accessing, viewing, liking, commenting, sharing and/or posting any user/staff/blogger generated content on these pages you will not imitate, abuse, harass, any User/staff/blogger or infringe and exploit, any of these 'Terms of Service' of the Platform.

**g)** You shall not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity

**h)** The price shown does not indispensably reflect KAFFEECUP views. In no event shall KAFFEECUP assume or have any responsibility or liability for the price posted or for any claims or losses resulting from use of Content on the Platform. You hereby represent and warrant that you

have all necessary rights in and to all Content which you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

## 9. CONTENT YOU PROVIDE TO US

- There may be opportunities for you to post content to the app or send feedback to us at google playstore/apple appstore. You understand and agree that your User Content may be viewed by other users on KAFFEECUP, and that they may be able to see who has posted that Content.
- You further agree that we can use your User Content for any other purposes whatsoever in perpetuity without payment to you, and combine your User Content with other content for use within KAFFEECUP and otherwise. We do not have to attribute your User Content to you.
- In posting User Content, including comments or making contact with other users of KAFFEECUP you shall comply with our **User/Blogger/Staff Covenants and Obligations** Policy.
- You warrant that any User Content does comply with our **User/Blogger/Staff Covenants and Obligations** Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.
- We have the right to remove any User Content you put on KAFFEECUP if, in our opinion, such User Content does not comply with the **User/Blogger/Staff Covenants and Obligations** Policy.
- We are not responsible and accept no liability for any User Content including any such content that contains incorrect information or is defamatory or loss of User Content. We accept no obligation to screen, edit or monitor any User Content but we



reserve the right to remove, screen and/or edit any User Content without notice and at any time. User Content has not been verified or approved by us and the views expressed by other users on KAFFEECUP do not represent our views or values

If you wish to complain about User Content uploaded by other users please contact us at \_\_\_\_\_(email).

## **10. LINK TO THIRD PARTY CONTENT**

KAFFEECUP may contain links to websites or applications operated by third parties. We do not have any influence or control over any such third party websites or applications or the third party operator. We are not responsible for and do not endorse any third party websites or applications or their availability or content.

## **11. UNLAWFUL AND RESTRICTED USE**

You warrant to KAFFEECUP that you will comply with all applicable laws, statutes, ordinances and regulations regarding the use of the Services and any other related activities. You further warrant that you will not use the Platforms in any way prohibited by terms contained in the Agreement or under applicable law.

## **12. INDEMNITY AGREEMENT**

User/Staff/Blogger hereby fully accede to indemnify, hold harmless and defend KAFFEECUP, its owner, licensors, and its directors, employees, agents, stockholders, consultants and Affiliates from and against any or/and all claims, losses, damages, demands, actions, suits, liabilities, settlements, judgments, costs and expenses (including yet not limited to reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of or relate to any act or omission because of you or your

- access to or use of our services or products

- breach of the agreement, Terms of Use or Privacy Policy
- infringement or infringement by any other user through your account
- action or inaction on behalf of KAFFEECUP third party affiliates in providing services
- infringement of any intellectual property or other right of any person or entity

KAFFEECUP shall notify you promptly of such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide KAFFEECUP with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage or cost.

### **13. PROHIBITION AND COPYRIGHT**

- Unless otherwise indicated, KAFFEECUP and its Services including databases, functionality, software, app designs, audio, video clips, text, photographs, illustrations and graphics on KAFFEECUP (**Our Content**) are owned or licensed to us, and are protected by copyright, other intellectual rights and trade mark laws.
- Contents on KAFFEECUP is solely for Your personal, non-commercial use. You can upload, post, transmit or distribute such contents only for dissemination and not for any commercial use in any way, including by email or other electronic means and whether directly or indirectly and You shall not assist any other person to do so, strictly it must be for personal and non-commercial use.
- Except as expressly provided in this Terms and Conditions, it is strictly prohibited to use any part of KAFFEECUP, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written consent. Any use for which you receive any remuneration,

whether in money or otherwise, is a commercial use for the purposes of this clause.

- Provided that you are eligible to use KAFFEECUP, you are granted a limited licence to access and use the app and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.
- It is expressly clarified that You will retain ownership and shall solely be responsible for any content that You provide or upload when using any Service, including any text, data, information, images, video clips, music, sound or any other content which you may upload, transmit or store when making use of Our various Service. However, We reserve the right to use/reproduce any content uploaded by You and You agree to grant royalty free, irrevocably, unconditionally, perpetually and worldwide right to Us to use the content for reasonable business purpose.
- You shall not try to gain unauthorised access to the app or any networks, servers or computer systems connected to the app; and/or make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the app or Our Content, including the modification of the paper or digital copies you may have downloaded.
- We shall prepare the app and Our Content with reasonable skill and care; and use industry standard virus detection software to try to block the uploading of content to the app that contains viruses.
- The content on KAFFEECUP is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on KAFFEECUP.

- Although we make reasonable efforts to update the information on KAFFEECUP, we make no representations, warranties or guarantees, whether express or implied that Our Content on KAFFEECUP is accurate, complete or up to date.

## **14. RESTRICTING LIABILITY**

KAFFEECUP shall under no circumstance be liable for any indirect, punitive, incidental, special, consequential damages or any other harm arising from:

- The use or the inability of accessing the Services or Products of KAFFEECUP;
- Unauthorized access to or alteration of the user's information transfer;
- Breach of condition, representations of contents;
- Any other issue related to services including, yet not limited to, damages for loss of use, data or benefits, resulting out of or in any manner relevant with the usage or performance of Service provided at KAFFEECUP. We shall not be held responsible for non-availability of the KAFFEECUP during routine maintenance operations or any unplanned temporary interruption of access to the KAFFEECUP. The User shall accede that any data downloaded at KAFFEECUP is rendered completely at Users' own discretion and risk and they will be solely responsible for any damage to their mobile or loss of data that results from the download of such content or/and data.
- KAFFEECUP's liability for the services you access through the app shall be restricted to the fullest degree allowable by statute. KAFFEECUP shall not be liable for any conflict or disagreement between KAFFEECUP Users

## **15. TERM FOR TERMINATION**

These Terms of Service will sustain in full force and effect unless and until we choose to terminate them.

- You may terminate and discontinue any further use of the platform or any services at KAFFEECUP anytime.
- We reserve the right to refuse or/and terminate your access to the app, use of the platform or any services if we are unable to verify or authenticate any information provided by you to us or if we believe, you use false email address or any unlawful use and fraudulent purposes, which may cause annoyance, inconvenience, infringement, breach, violation, abuse or unethically manipulated or/and exploited any policy, rules and regulations of the company or mislead KAFFEECUP by sharing multiple address with malafide intentions or anyway otherwise acted unethically without any prior drafted notice to you.
- It is explicitly clarified that any termination of use of the platform by user shall not rescind User's obligation which has accrued, or is unfulfilled and relates to the period, prior to termination.
- We reserve the right to remove or delete any content relating to your use of the Service and KAFFEECUP will have no liability to you or any third party for doing so. However, we may retain your phone number for purposes of record maintenance or regulatory compliance.
- Any provision of the Agreement which imposes an obligation or creates a right that by its nature will be valid after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement.

## **16. SEVERABILITY IN AGREEMENT**

If any provision of the Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall be applied only to that provision and the remaining part of such

provision and all other provisions of the Agreement shall continue to be in full force and effect.

## 17. JURISDICTIONAL ISSUES/USE IN INDIA

- Unless otherwise specified, the content on the Platform is presented solely for the purpose of providing price in US cents/lb for Arabica and USD/tonne for Robusta, for coffee community, in India. KAFFEECUP makes no assertions that content in the Platform are appropriate, available or suitable for use in locations/Countries other than India.
- Those who choose to access Platform from locations/Countries other than India do so on their own initiative and KAFFEECUP is not liable if the content is not available in locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

## 18. RESOLVING DISPUTES AND GOVERNING LAW

- The term and any contractual obligation between you and KAFFEECUP shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, applicable authorities at (place where the company is actually getting operated).
- In compliance with the Arbitration and Conciliation Act, 1996, all disputes shall be exclusively subjected to arbitration at Bengaluru, Karnataka for our company. The arbitration proceedings shall be conducted in the English language (**language you want to have the arbitration proceedings in**). KAFFEECUP and the User in dispute shall be entitled to appoint one arbitrator each and the

two arbitrators so appointed will jointly appoint the third arbitrator.

- Arbitration awards shall be reasoned awards and shall be final and binding on KAFFEECUP and the User in dispute, and shall be enforceable in any court of competent jurisdiction.

## **19. DISCLAIMER**

- You acknowledge and undertake the use or reliance of any information contained or the services on the Platform and posting contents solely at your own risk and are using your best and cautious judgment before providing your personal information or entering any feed/comments in the feed section at KAFFEECUP.
- We shall neither be liable nor responsible for any actions or inactions of User nor any breach of terms, agreements, representations or contents posted by the User/Staff/Blogger and hereby expressly and specifically disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between Users.
- We further expressly disclaim any content (express or implied) in respect of informative, suitability, accuracy, reliability, completeness, timeliness, performance, safety, or legality of the content displayed (including product or pricing information and/or specifications) on Platform.
- Although we have taken precautions to avoid inaccuracies in content, this application, all content, information (including the price of commodity), software, products, services and related graphics are provided as is, without any warranty whatsoever. At no time shall any right, title or interest in the commodity and contents displayed on Platform vest with KAFFEECUP nor shall KAFFEECUP have any obligations or liabilities in any respect on Platform.