



Services Overview

It is strongly recommended that you read and understand these 'Terms of Use' carefully, as by accessing this site and app (hereinafter the "Marketplace"), you agree to be bound by the same and acknowledge that it constitutes an agreement between you and the Company (hereinafter the "User Agreement"). If you do not agree with this User Agreement, you should not use or access the Marketplace for any purpose whatsoever.

This document is published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries Guidelines) Rules, 2011. The User Agreement may be updated from time to time by the Company without notice. It is therefore strongly recommended that you review the User Agreement, as available on the Marketplace, each time you access and/or use the Marketplace.

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

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

The Marketplace is a platform for domestic consumers to transact with third party sellers, who have been granted access to the Marketplace to display and offer products for sale through the Marketplace. For abundant clarity, the Company does not provide any services to users other than providing the Marketplace as a platform to transact at their own cost and risk, and other services as may be specifically is notified in writing.

The Company is not and cannot be a party to any transaction between you and the third party sellers, or have any control, involvement or influence over the products purchased by you from



such third party sellers or the prices of such products charged by such third-party sellers. The Company therefore disclaims all warranties and liabilities associated with any products offered on the Marketplace.

Services on the Marketplace are available to only select geographies in India, and are subject to restrictions based on business hours and days of third party sellers.

Transactions through the Marketplace may be subject to a delivery charge where the minimum order size is not met. You will be informed of such delivery charge at the stage of check-out for a transaction through the Marketplace.

Eligibility

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/access the Marketplace.

However, if you are a minor, i.e. under the age of 18 years, you may use/access the Marketplace under the supervision of an adult parent or legal guardian who agrees to be bound by these Terms of Use. You are however prohibited (even under provision) from purchasing any product(s) which is for adult consumption, the sale of which to minors is prohibited.

The Marketplace is intended to be a platform for end-consumers desirous of purchasing product(s) for domestic self-consumption. If you are a retailer, institution, wholesaler or any other business user, you are not eligible to use the Marketplace to purchase products from third-party sellers, who have been granted access to the Marketplace to display and offer their products for sale through the Marketplace.

The Company, in its sole discretion and without liability, reserves the right to terminate or refuse your registration, or refuse to permit use/access to the Marketplace, if: (i) it is discovered or brought to notice that you do not conform to the eligibility criteria, or (ii) the Company has reason to believe (including through evaluating usage patterns) that the eligibility criteria is not met/is violated by a user, or (iii) may breach the terms of this User Agreement.



In order to determine compliance with eligibility criteria, the Company inter alia uses an algorithm and/or pre-determined criteria based technology and accordingly, from time to time, your usage may be restricted or blocked on account of overlap with such algorithms/pre-determined criteria. In such cases, if you are a genuine domestic user of the Platform, please contact us for assistance.

License & Access

The Company grants you a limited sub-license to access and make personal use of the Marketplace, but not to download (other than page caching) or modify it, or any portion of it, except with express prior written consent of the Company. Such limited sublicense does not include/permit any resale or commercial use of the Marketplace or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Marketplace or its contents; any downloading or copying of information for the benefit of another third party; or any use of data mining, robots, or similar data gathering and extraction tools. The Marketplace or any portion of the Marketplace may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express prior 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 Marketplace or of the Company and/or its affiliates without the express prior 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 prior written consent of the Company. You shall not attempt to gain unauthorized access to any portion or feature of the Marketplace, or any other systems or networks connected to the Marketplace or to any server, computer, network, or to any of the services offered on or through the Marketplace, 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

1. belongs to another person and to which you do not have any right;

2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
3. harms minors in any way;
4. infringes any patent, trademark, copyright or another proprietary/intellectual property rights;
5. violates any law for the time being in force;
6. deceives or misleads the addressee about the origin of such messages communicates any information which is grossly offensive or menacing in nature;
7. impersonates another person;
8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
9. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any other nation;
10. Is misleading or known to be false in any way.

Any unauthorized use shall automatically terminate the permission or sub-license granted by the Company.

Account & Registration Obligations

All users must register and log in for placing orders on the Marketplace. You must keep your account and registration details current and correct for all communications related to your purchases from the Marketplace. 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 either by or by contacting the customer services team of Marketplace and placing a request for the same.

As part of the registration process on the Marketplace, the Company may collect the following personally identifiable information about you, including but not limited to Name , email address, age, address mobile phone number and other contact details, demographic profile (like your age, gender, occupation, education, address etc.) and information about the pages on the Marketplace you visit/access, the links you click on the Marketplace, 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 (<https://farmsbook.com/term>), which is incorporated in these Terms of Use by reference.

Pricing

The Company aims to ensure that prices of all products offered for sale are true and correct. **However, from time to time, the prices of certain products may not be current or may be inaccurate on account of technical issues, typographical errors or incorrect product information provided to the Company by third-party seller. In each such case, notwithstanding anything to the contrary, the Company reserves the right to cancel the order without any further liability.**

Subject to the foregoing, the price mentioned at the time of ordering a product shall be the price charged at the time of delivery, provided that no product offered for sale on the Marketplace will be sold at a price higher than its MRP (Maximum Retail Price).

Order Limit

- A customer is eligible to place 4 live orders.
- A customer cannot place his 5th order if his 4 orders are still live.
- Live order refers to all those orders which are not delivered.
- Single customer can place 4 different orders at once.



Coupons and Promo Codes

From time to time, the Company may at its discretion offer a user promotional codes or coupons entitling you to encash the applicable value of such codes/coupons against purchases made on the Marketplace. Unless specifically stated on the code or coupon, a promotional code or coupon shall:

1. Expire at 12:00 AM (inclusive of the issuance date) from the date of issuance endorsed thereon;
2. Have a maximum discount or cashback value of INR 100.00 only.

At the time of using promotional codes and coupons for a purchase on the Marketplace, the payment mode “cash on delivery” shall not be available for making payments towards the order.

Farmsbook Cashback

These terms and conditions relating to eligibility for Cashback shall be in addition to and not in substitution of or derogation to the terms and conditions governing the use/access of Marketplace.

1. A user shall be entitled to cashback on a specific purchase/order as indicated at the time of checkout of the final order on the Marketplace.
2. No Cashback shall be available for orders which are canceled. Any Cashback offered may be recovered by the Company, without notice to the user, in such cases. Any Cashback offered for orders for which a refund claim is made, whether in part or in full, shall be adjusted to remove Cashback attributable to the extent of the order refunded. This condition shall apply strictly and notwithstanding the display of cashback on any specific item(s) listed on the Application as an item specific cashback.
3. Cashback shall mean the grant of credit for the amount of eligible cashback, shall be added to the users ‘Promotional/Cashback’ section of his/her ‘Farmsbook Wallet’ account, and shall in no event imply that the cashback shall be credited to a user’s bank account or card account or refunded in cash at any time.
4. Cashback offers cannot be clubbed with any other offers and cannot be assigned/transferred to any other person.
5. The Company reserves the right to, without liability or prejudice to any of its other rights, at any time, without previous notice and from time to time, withdraw/suspend / amend/cancel the Cashback offers, and the terms applicable thereto.
6. Cashback will reflect in a user’s Farmsbook Wallet account within 48-72 hours of the conclusion of an eligible successful transaction Cashback credit available is usable only



on the Application and no other platform, website, store or otherwise. Promotional cashback credited can be subjected to expire at the discretion of farmsbook. Cashback will expire after a minimum duration of 60 days from last order unless specified or added through a separate campaign, which can be subject to a shorter expiry time.

7. Users shall not hold the Company or its group entities, or affiliates, their respective directors, officers, employees, agents, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses which a user claims to have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and/or on account of any purchase made through the Application, whether with or without Cashback.
8. The Company does not in any manner endorse or support or promote, in any specific manner, the purchase of products or undertaking of transactions *inter alia* which are subject to Cashbacks.
9. Cashbacks are only available on versions 2.5 and above of the Application.
10. Cashback and discount codes are not applicable on ghee, edible oil, baby food products and any cashback amount used from Farmsbook Wallet while placing the order.

TCA for 150% refund on Missing Items:

1.
 1. Subject to the terms and conditions and verified registered complaints, refund of 100% of the value of the product that is ordered by you but is not delivered, shall be credited to your Farmsbook Cash/Original Mode of payment.
 2. Additionally 50% cashback of the value of the missing product(s), subject to the maximum of Rs. 150/- per order, shall be credited to your Farmsbook Cash as Cashback post a day or two of delivery.
 3. This offer applies only to orders placed on the Farmsbook application/website via Super Stores. This offer is not applicable for items listed under 'Free Store'.
 4. The offer shall be subject to verification by the Offering Merchant in conjunction with Farmsbook.
 5. This offer is valid till 31st October'18.
 6. The offer may get extended or withdrawn, at the sole discretion, without notice and force majeure events.
 7. Any disputes arising relating to or connected with this offer shall be subject to the dispute resolution mechanics set out in the terms and conditions of use of the Farmsbook website.