TERMS OF USE

VAAYUJA AGRO FARMS Pvt. Ltd.

These Terms of Use govern the use of the Website https//www.vaayujaagrofarms.com, and the Mobile Application and (*hereinafter collectively referred to as the* **"Services"**) owned and operated by Vaayuja Agro farms Pvt. Ltd. **("We"/ "Us"/ "Our")**, having its office at 314,Manjeera Majestic Commercial, 6th Floor, JNTU- Hi-Tech City Main Road, KPHB, Hyderabad, Telangana-500072, INDIA. , by its customers and Service Providers (*hereinafter collectively referred to as* **"You"/ "Your"**). By using the Services you confirm that you accept these Terms of Use and that you agree to abide by them.

1. DEFINITION

1. "**Mobile Services**" shall mean the Services that are made available to you through a mobile device.
2. "**Website**" shall mean any information that may be made available / software developed by Vaayuja Agro Farms on www.vaayujaagrofarms.com, and shall include any documentation, future updates, upgrades and new versions to such software.

2. REGISTRATION

Registration of Customers

You may need to sign-up with Us by filling a sign-up form by providing certain information about yourself including Your name, contact details and vehicle information/ details. You must ensure that the information provided by you is correct, complete and not misleading. You should also inform us promptly of any changes to the information that you have provided, by updating Your details, so we can communicate with You effectively.

3. USERNAME AND PASSWORD

After the registration, a username and password ("ID") will be generated for the use of the Services by you, which you must keep confidential. You shall be solely responsible for preventing any unauthorized use of the ID and notify us in case any theft or unauthorized use of the ID takes place. We reserve the right to suspend and/ or block your ID if the same is used in contravention of these Terms of Use.

4. MOBILE SERVICES

1. To use Mobile Services, You will need to provide us with your mobile number valid within the country of your residence.

2. To the extent that you use Mobile Services or access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

3. By using the Mobile Services, You agree that we may communicate with You regarding Us and other entities by SMS, MMS, text message or other electronic means to Your mobile device for the purpose of providing the Services and that certain information about Your usage of the Mobile Services may be communicated to Us.

5. GENERAL TERMS AND CONDITIONS

1. You must be above the age of 18 years to use Our Services.
2. To keep the Software up-to-date, you agree that we may automatically provide you with such updates without Your further consent or notice to You. Please note that if the updates are not installed or such installation is stopped by You, Our Services may not operate properly or may not operate at all. We do not guarantee that we will make any updates available for any of Our Software, or that such updates will continue to support your device or system.
3. You may access and use the Services only for your personal and lawful purposes in accordance with these Terms of Use. You agree not to access the Services by any means other than through the interface that is provided by us.
4. You shall comply with any codes of conduct, policies or other notices that we provide to you or publish in connection with the Services, and You shall promptly notify Us if You learn of a security breach related to the Services. Additionally, you shall be responsible for complying with any laws, rules and regulations for the use of Our Services in Your jurisdiction.

6. MODIFICATIONS TO WEBSITE & MOBILE APP

1. We reserve the right to add, change, modify, discontinue or remove features from Our Services (including in relation to whether the Services are free of charge or not), at any time without cause, temporarily or permanently with or without any notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of Our Services.
2. You shall not modify, adapt or hack the Services or the Hardware, or otherwise attempt to, gain unauthorized access to the Services, the Hardware or their related systems or networks.

7. TERMINATION OF SERVICES

We may suspend or cancel your registration and/ or terminate your access to the Services if you are in breach of these Terms of Use or have made any improper use of the Services. You may cancel your registration at any time by informing us in writing. If you do so, you must stop using the Services. The suspension, cancellation or termination of your registration and your right to use the Services shall not affect either party's statutory right or liabilities.

8. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, the intellectual property rights in the Services (including without limitation all content, materials and technology used or appearing or transmitted through it) belongs to Us or Our licensors.

Subject to the terms and conditions of these Terms of Use, We hereby grant You a personal, nontransferable, non-sub licensable and non-exclusive right and license to use the Software solely in connection with the Services, provided that You shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or sell, assign, sublicense or otherwise transfer any right in any Software.

9. DISCLAIMERS

We endeavor to ensure that the information available on or through the use of the Services is correct, up to date and accurate. However, we do not warrant the accuracy and completeness of such information. The Services permit you to access and receive information supplied by third parties. The third parties submitting this information are responsible for ensuring that it is accurate and complies with all the relevant laws. We will not be responsible to you for the conduct of any such third party or for any error or inaccuracy in the information submitted by them. We make no promise that Services will meet your requirements or that the Services will be free of fault or continuously available. Your access to the Services may occasionally be restricted to allow for repairs, maintenance or the introduction of new features.

10. INDEMNITY

1. You shall defend, indemnify, and hold harmless Us, Our affiliate companies, directors, associates, agents and officers from and against any loss, expenses, claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from Your breach of these Terms of Use or violation of any third party rights by You hereunder.
2. We shall not provide notice to you of any such claim, suit or demand. Further, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this clause. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.
3. The obligations contained in this clause shall survive the termination of the Terms of Use with You and Your use of Our Services.

11. LIMITATION OF LIABILITY

1. To the fullest extent permitted by law, We exclude all liability to You for any damage to property, loss of profit, loss of opportunity, loss of earnings, loss of anticipated earnings or loss of data or for any indirect or consequential losses howsoever arising out of or in connection with Your use of the Services or any fault or problem relating to or any content received via the Services. Nothing in these Terms of Use shall exclude or limit our liability for death or personal injury due to Our negligence or for fraudulent misrepresentation or for any other liability which cannot be excluded or limited under the applicable laws. Your statutory rights as a consumer are not affected by these Terms of Use.
2. Notwithstanding anything contained in these Terms of Use, under no circumstances shall our aggregate liability for all loss, cost, damage and expense whether for negligence or breach of these Terms of Use or any case whatsoever exceed the current sale price of the Device.

15. FORCEMAJEURE

In the event that the performance of any of Our obligations pursuant to these Terms of Use is prevented, hindered or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, war or other violence, or any applicable law, order proclamation, regulation, ordinance, demand or requirement of any governmental or regulatory authority (collectively "Force Majeure Event"), then We will be excused for such non-performance, hindrance or delay, as applicable, from Our obligations hereunder, to the extent that they are affected by the Force Majeure Event.

16. NOTICES

All notices shall be given to us via email, or to you at either the email or postal address you provide.

17. CHANGE IN TERMS OF USE

We reserve the right to change these Terms of Use at any time. You are expected to check and get acquainted with these Terms of Use from time to time.

18. ENTIRE AGREEMENT

The Terms of Use, Privacy Policy and the Warranty Policy represent the entire agreement between You and Us in relation to Our Services and shall supersede any prior agreement, understanding or arrangement between Us, whether oral or in writing. Further, you acknowledge and agree that, you have not relied on any representation, undertaking, promise or implied any warranty, whether conveyed orally or in writing, except as expressly stated herein.

19. WAIVER

No delay in enforcing any provision of the Terms of Use will be construed to be a waiver of any rights under that provision by us.

20. ASSIGNMENT

You shall not assign any of your rights or obligations under these Terms of Use without Our prior written consent.

21. SEVERABILITY

If any provision of these Terms of Use is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, the remaining provisions shall remain in full force and effect.

22. GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of India. The parties subject themselves to the exclusive jurisdiction of the courts at Hyderabad, India.

23. DISPUTE RESOLUTION

Any dispute in respect of all or any of the provisions of these Terms of Use shall be resolved amicably within 15 days of notifying the same to the other party and in the event neither party reaches an agreement, the dispute should be resolved by Arbitration which shall be referred to a Sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act 1996. The place of arbitration shall be Hyderabad, India and the language used shall be English.