



Kisan Guru
Farmer's Destination

Seller / Vendor Agreement

According to the Information Technology Act of 2000 ("IT Act, 2000"), the rules that flow from it, and the provisions of other legislation that deal with electronic records as revised by the Information Technology Act, 2000. So, this document is an electronic record. There are neither physical nor digital signatures necessary for this electronic record because it is produced by a computer system.

This document has been published in compliance with Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011, which mandates the publication of the Terms of Use, Privacy Policy, and Rules and Regulations for accessing or using the website kisan-guru.in

The terms "you" and "your" refer to any natural or legal person who has agreed to become a seller on the platform by providing registration data while registering on the Platform using computer systems for the purposes of the Terms of Use (hereinafter referred to as "ToU"), wherever the context so requires. The terms, "we," "us," and "our" refer to Kisan-Guru. The term "user" shall collectively indicate a seller, a buyer, and any visitor on the Platform.

The following terms and conditions (ToU), as well as any applicable policies made accessible on the Platform, notifications, and communications provided to you on the Platform, are incorporated herein by reference and govern your use of the Platform and its features. The policies that apply to the Platform for such a transaction will apply to you if you transact on the Platform. Simply by using the Platform, you are entering into a legal agreement with Kisan-Guru, and these terms and conditions, along with the policies, set forth your legally binding obligations to Kisan-Guru.

ASSENT TO ALL TERMS AND CONDITIONS OF THE TOU BY ACCESSING, BROWSING, OR OTHERWISE USING THE PLATFORM. CAREFULLY READ THE TOU PRIOR TO PROCEEDING. You agree to be bound by any applicable Kisan-Guru rules, as updated from time to time, by implicitly or specifically accepting the TOU.

Seller Eligibility



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Only those who are able to enter into legally binding contracts as defined by the Indian Contract Act of 1872 are permitted to use the Platform. Users of the Platform must be "incompetent to contract" as defined by the Indian Contract Act, 1872, which includes minors, insolvents who have not been dismissed, etc. You may not register on the Platform as a seller, conduct business, or use the Platform if you are a minor, defined as someone under the age of 18. If it is brought to Kisan-Guru attention or determined that you are under the age of 18, Kisan-Guru has the right to cancel your registration and/or deny you access to the Platform. When you register as a business entity, you guarantee that the business entity has given you the go-ahead to accept the ToU and that you are qualified to bind the business entity to the ToU.

1. Product Listing and Orders

1.1 Product and its information: It is a mandatory process for every seller to provide applicable and complete product information for each of the products being sold on Kisan-Guru. The Kisan-Guru Site will accordingly update such information for the listed products to ensure it at all times that the audience are acknowledged of what they are purchasing so that they cannot get the chance of any complaint. Being the seller you will also have to assure that Your materials, Your products (including the packaging, offer and sale) of any of the same on the Kisan-Guru Site comply by all applicable laws which do not consists of any sexually explicit, defamatory or obscene or unlawful materials. Additionally, you need not to provide any such specific information for those products which are not listed on the Kisan-Guru's Site or any URL Marks for the products that are not listed or do not request for any such URL's to be used thereafter. However, sellers are required to provide their state or country from which they will be ship the products to us.

1.2 Merchandising and order processing: We will be listing your products on our Kisan-Guru's Site in the applicable product category section. Accordingly we will announce the launch date, and conduct merchandising while promote your products as per the Business Solution Agreement. Kisan-Guru has the authority to restrict at any given time for the access to list your products or any categories of the Kisan-Guru Site. Also, we will make definite places for the shoppers to use mechanisms where they will be able to rate your products or your performance as a seller on Kisan-Guru's Site.



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Following this we will make the remarks publicly available to provide the customers a better shopping experience. Additionally, for each order placed for a product of yours, order information will be promptly provided.

- 1.3 Shipping and handling charges: For Seller-Fulfilled Products, you will determine shipping and handling charges via and subject to our standard functionality and categorizations for the Kisan-Guru Site and further subject to any shipping and handling charge Program Policies for the Kisan-Guru Site. Any such amounts, paid by the customer towards shipping and handling charges, shall be your proceeds, subject to deduction of applicable charges as may be determined by us and you are solely responsible for reporting and remitting any applicable taxes on the shipping and handling charges. For Kisan-Guru-Fulfilled Products, Kisan-Guru will determine what the shipping fees will be and will display and collect them accordingly in accordance with the fulfillment by Kisan-Guru Service Terms.
- 1.4 Credit card fraud: We will carry all risks related to credit card fraud (i.e. a fraud purchase arising from any kind of theft and unauthorized use of a third party credit card's information.) that will occur in your transactions. Hence, you will bear the risk of fraud made with your credit card that comes in connection with any Seller-fulfilled product which is not fulfilled as per the Order Information and Shipment Information provided.

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2. Problems with your product

- 2.1 Delivery errors and nonconformities and recalls: You will be held responsible for any non-delivery, theft or other mistake or any act that are connected with the fulfillment of the delivery of your products. However, in circumstances cause or occurred by: (a) credit card fraud that indicates our fault or (b) our failure to send you order information. Despite the preceding clause, the Fulfillment by Kisan-Guru Service Terms will still apply to any Kisan-Guru-Fulfilled Products, if any, in the event of a non-delivery, misdelivery, theft, or other error or act related to the fulfillment and delivery of any of Your Products. Any non-conformity, flaw, or recall of one of your products, whether it is public or private, falls under your responsibility as



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well. As soon as you become aware of any recalls of Your Products, whether they are public or private, you will promptly inform us.

2.2 Compensation: You will pay us at these terms: (a) the applicable Referral Fee; (b) any applicable Closing Fees; and (c) if applicable, the non-refundable Selling on Kisan-Guru Subscription Fee in advance for each month (or for each transaction, if applicable) during the Term of this Agreement. "Selling on Kisan-Guru Subscription Fee" means the fee specified as such on the Selling on Kisan-Guru Fee Schedule for the Kisan-Guru Site at the time such fee is payable. With respect to each of Your Transactions: (x) "Sales Proceeds" has the meaning set out in the Business Solutions Agreement; (y) "Closing Fees" means the applicable fee, if any, as specified in the Selling on Kisan-Guru Fee Schedule for the Kisan-Guru Site; and (z) "Referral Fee" means the applicable percentage of the Sales Proceeds from Your Transaction through the Kisan-Guru Site specified on the Selling on Kisan-Guru Fee Schedule for the Kisan-Guru Site at the time of Your Transaction, based on the categorization by Kisan-Guru of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds will not include any shipping charge set by us in the case of Your Transactions that consist solely of Kisan-Guru-Fulfilled Products. Except as provided otherwise, all monetary amounts contemplated in these Service Terms will be expressed and provided in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.

NOTE: All taxes or surcharges imposed on fees payable by you to Kisan-Guru will be your responsibility.

2.3 Guarantee and chargeback's: If we inform you that we have received a claim under the "A-to-z Guarantee" offered on the Kisan-Guru Site, or other dispute, relating to the offer, sale or fulfillment of Your Product(s) (other than a chargeback) concerning one of Your Transactions, you will have 30 days to appeal our decision of the claim. If we find that a claim, chargeback, or dispute is your responsibility, you (i) will not take recourse against the customer, and (ii) are responsible for reimbursing us for the amount paid by the customer (including taxes and shipping and handling charges, but excluding any Referral Fees that we retained as defined in Section S-4), and all other fees and expenses associated with the original



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transaction (such as credit card, bank, payment processing, re-presentment, or penalty fees) and any related charge-backs or refunds to the extent payable by us.

Seller Account and Registration Obligation

You consent to providing your information to us as we may request it from time to time in the course of using the Platform. You are still in charge of protecting the privacy of this data, as well as your display name, login credentials, and password. You acknowledge that we shall have the right to suspend or terminate your account on the Platform or permanently bar you from accessing the Platform in the event that you provide any information that is untrue, inaccurate, not current, or incomplete, or in the event that we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or not in accordance with the ToU.

Deactivation of the Seller Account

According to our policy, if a seller requests the closure of their account, the account will be placed on hold for 90 days to ensure a smooth closure of transactions that have already been completed prior to the seller's closure request. During this time, the seller will still have access to their account and be able to download payment and taxation reports if necessary. The seller would need to get in touch with us after 90 days to ensure that he has obtained the reports and ask for another deactivation.

Upon receiving this confirmation, the seller's account will be deactivated provided there are no outstanding payments due from the seller, with certain information being retained by Kisan-Guru at all times, such as registered mobile number, registered email ID, GSTIN and other transaction related information. Such information is being retained for audit purposes and to prevent fraudulent acts by the sellers in the future. If a seller decides to commence his business with Kisan-Guru again, he/she will not be able to create a new account but the older account can be restored if it is required.

License

You grant us a royalty-free, non-exclusive, worldwide right and license for the duration of your original and derivative intellectual property rights to use any and all of Your Materials for the Services or other Kisan-Guru product or service, and to



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sublicense the foregoing rights to our Affiliates and operators of Kisan-Guru Associated Properties. Provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Materials (provided you are unable to do so using standard functionality made available to you via the applicable Kisan-Guru Site or Service).

Further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a license from you or your Affiliates under applicable Law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

Tax Policies

As between the parties, you are responsible for the collection, reporting, and payment of all of Your Taxes, unless:

I. Kisan-Guru expressly agrees to receive taxes or other transaction-based fees on your behalf in connection with tax calculation services made available by Kisan-Guru and utilized by you, or

II. Kisan-Guru automatically calculates, collects, or remits taxes on your behalf in accordance with applicable law. You accept the Tax Policies and will abide by them. Any applicable taxes, deductions, or withholding (including but not limited to cross-border withholding taxes) are not included in any fees or payments that you are required to make to Kisan-Guru under this Agreement or the applicable Service Terms. You are responsible for paying Kisan-Guru any applicable taxes that are levied on such fees as well as any deductions or withholdings that are necessary on any payments.