

General Terms & Conditions –

About the organization - All trades or transactions done on the platform of KisaanYard.com or services provided by our entity relating to the commodities or any dealings between us and our Clients, shall be subject to these General Terms and Conditions and applicable Special Terms and Conditions, if any, prescribed by us. This platform ensures better technical assistance and quick resolution to your trading activities leaving you for to come again and again.

Our motto – Connecting lives...with a touch of button....

- a. BUYER** – Buyer referred to in this agreement is any individual or legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited Company / Society registered under Society's Act / Statutory Bodies etc registered on Kisaanyard.com who wishes to buy any Commodity listed on Kisaanyard.com website through internet driven online auctions and who has mandated Kisaanyard.com to provide the required support services for auction.

By registering on Kisaanyard.com portal, Buyer hereby agrees to be bound by these General Terms and Conditions for the purchase Commodities, and additional (Bid Specific) terms and conditions as applicable.

- b. SELLER** - On Kisaanyard.com, shall mean any individual or legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company /Society registered under Society's Act / Statutory Bodies etc registered on Kisaanyard.com to sell its Commodities to the buyers registered on Kisaanyard.com.

By registering on Kisaanyard.com portal, Seller hereby agrees to be bound by these General Terms and Conditions for Sale of Commodities, and additional (Bid Specific) terms and conditions as applicable.

- C. BIDDER** - Any legal entity who is registered with Kisaanyard.com and who makes or places a bid on the website to Buy the Commodity either in part or in full is considered as a Bidder. An individual can represent as a bidder on his own behalf and on behalf of other legal entities, provided he registers with Kisaanyard.com separately in those capacities. A successful Bidder is that Bidder in whose name the sale confirmation or purchase order is issued by Kisaanyard.com.

- d. **BID** - The price a buyer is willing to pay for a particular commodity & places his offer in auction in order to purchase the product.
- e. **CONTRACT NOTE** – It's a mutual acknowledgment of the trade carried out between the buyer & seller.
- f. **BID INCREMENT** – Bid increment is the amount by which a bid can be raised each time decided by Kisaanyard.com.
- g. **SERVICE CHARGE** - Kisaanyard.com shall be entitled to a service charge as specified in the auction contract note on the value of materials disposed/purchased from buyer & seller.

Bidding Procedure- All the registered Users of KisaanYard.com will be notified of the auctions listed on the Platform as soon as the number of Buyers and sellers come to the online auction platform.

Interested Users may post a response to any auction listed on the Platform by way of bids. A User shall place the bids on the platform through its registration details provided exclusively by KisaanYard.com, and as per the terms and conditions mentioned in the auction.

Once the Bid is placed on the Platform related to the ongoing auction on the platform, using the registered credentials details of a User, it will be considered to be placed by the User himself (in their individual capacity or as authorized personnel) and will be binding on the User. Once the User places its bid, it cannot be withdrawn at any cost.

For the avoidance of doubt, the terms of an auction associated with any auction cannot be modified and altered by the Bidder. The Bidder must, therefore, acknowledge all the terms and conditions associated with the auction and deposit the EMD amount before placing the Bid.

More than one Bid may be placed by a User on the Platform against any listed auction.

The Bid shall remain valid until the time period as mentioned in the respective auction.

Bidders posting bids in response to an auction listing will not be able to view the Bids and details of other Bidders, but they will be able to view the highest or the lowest bid, in relation to an auction.

The User listing the auction will be notified of the successful Bidder, and the details of the Bids received from such Bidder in the auction listed by the User who listed the auction.

Only the Bid of the successful Bidder will remain open for the acceptance/rejection by the User who has listed the auction. The bids of all other Users shall be automatically rejected and the Bidder(s) who made those Bids shall be automatically informed via e mail/SMS/any other form of online/offline message, of the fact that their Bids have been rejected and their Order Margin submitted towards participation in the auction will be released.

If the User listing the Auction is satisfied with the highest or the lowest Bid, as applicable, received in the auction, it may accept the Bid in accordance with terms from KisaanYard. The successful Bidder will be notified of the Acceptance (defined below) via online/offline message.

If the User listing the auction is not satisfied with the highest or the lowest bid, as applicable, received in the auction, they can reject the Bid and list a fresh auction on the Platform. Upon rejection, the Bidder will be notified of the rejection via online or offline messages.

When a Seller or a Buyer accepts a Bid, a binding contract comes into existence between the Buyer and the Seller.

The payments made by the User towards listing the auctions and participating in the auctions on the platform will not carry any interest.

Role of Kissan Yard in Bidding procedure –

KisaanYard.com acts only as a technology platform, providing an online marketplace for facilitating sale and purchase of Commodities, between the Users through auctions. Use of the auction platform is for the limited purpose of allowing Users to connect with one another and strictly use for bidding purpose, and terms thereof, reached between the relevant Users for the sale or purchase of Commodities on the Platform.

KisaanYard and its Affiliates are not responsible for any negotiation, execution and satisfaction of any contract reached among the Users included in the platform. **KisaanYard** is not responsible for holding any inventory of the Commodities, nor does **KisaanYard** assume ownership or possession of the Commodities, wholly or in part, for any duration whatsoever, at any time during the transaction cycle starting from the listing of the auction to delivery of the Commodities to the Buyer's location.

KissanYard does not provide payment services to its users. Further, **KissanYard** does not act as a collecting agent for the payments between the Users, in connection with any contract concluded via the Platform using its Services. KisaanYard does not engage in the logistics, distribution and transportation or handling of commodities. **KisaanYard** provides listing services for Commodities via the Platform which facilitates trading of Commodities between independent Buyers and Sellers.

KisaanYard shall not be liable for any direct, indirect, or consequential loss or damages, nor will **KisaanYard** be liable for any loss of profit, loss of business, loss of opportunity or loss of reputation arising from or in any way connected with use of the Platform and the Services provided by us.

DISPUTE REGARDING PARTICULARS OF AN AUCTION –

Any dispute relating to the quantity, quality, price, etc., of the Commodity, shall be handled and resolved amicably by such User with its counterparty in the auction. Managing, avoiding or resolving such a dispute between Users shall not in any way be the responsibility of **KisaanYard**.

Without prejudice to **KisaanYard's** right to receive the service fee for the auction and its right to disclaim any liability or responsibility arising from such a dispute, **KisaanYard** may, at the request of both the Buyer and the Seller in an auction where quality of the Commodity has been deteriorated, agree to assist the Company in sending a sample of the said Commodity, in the presence of the representatives of both the Buyer and the Seller, to a third-party lab for inspection.

It is accepted and agreed by the registeredUser and **KisaanYard** that **KisaanYard's** responsibility is to match Buyers and Sellers through the Platform. In the event no interested Buyers or Sellers, as the case may be, participate in an auction, the registered User shall not hold **KisaanYard** liable for any shortfall in the trade or service levels. Further, **KisaanYard** shall not be responsible for any direct or indirect losses to its registered User in relation to the transactions in the auction platform, because **KisaanYard** is not involved in transactions between the Buyers and Seller, if a dispute arises between one or more participants (including the registeredUser as a Buyer or a Seller), the registered User releases **KisaanYard** from any claims, demands, and damages of every kind and nature, arising out of or in any way connected with such disputes.

The registered User shall not hold **KisaanYard** responsible or liable for any shortage or non-fulfilment of the Services on the Platform, which shortage or non-fulfilment may arise due to or out of a technical failure or malfunctioning or otherwise, and the User undertakes that, in such situations, the User shall not claim any right, damages, relief, cost, recoveries, charges, penalties, etc., from **KisaanYard**, including not claiming on any grounds under the consumer protection laws in India or any other applicable laws.

The User shall not hold **KisaanYard** liable for any and all fees, costs, charges, etc., incurred and payable by theUser to any third party service provider for any services needed for accessing the Platform, which services may include airtime, Internet services, connection costs, etc.; for similar such services, the expenses are to be borne by the User itself. Further, **KisaanYard** shall not be responsible or liable for any malfunctioning or breakdown of theUser's systems (e.g., computer or mobile hardware or Software) or any other device or application used for accessing or using the Platform, and theUser shall not claim any damage, loss, either direct or indirect, arising out of the use of the Platform by the User.

Under no circumstances shall the Users disclose to any third party any content, image, instructions, diagram, text, or other information from the Platform or that is based upon or derived from the Platform and that effectively discloses information contained in the Platform or could allow a third party to ascertain information contained in the Platform, without the consent of **KisaanYard**.

KisaanYard shall have the right to use the name, image, likeness or other information about the Company in KisaanYard's advertising/ promotion.

Listing Auctions –

Type of Auction: Forward/Reverse

Auctioned commodities: name of the Commodity;

Delivery Quantity/Trading Unit: Quantity in MT or Quintals or KG etc.

Delivery Location: [address], State;

Price Quote: Rs./Qtl or Rs./MT, which is exclusive of GST or other taxes;

Tick Size: amount by which a User may vary its subsequent price bid;

Reserve Price: minimum (sell) / maximum (buy) price below/above which the User cannot bid;

Auction Date, Time and Duration;

Order Margin/Ernest Money Deposit: initial amount to be paid by User before listing/participating in the auctions;

Validity of Winning Bid: duration within which the winning bid must be accepted or rejected by the User who has listed the auctions;

Quality Parameters: as per the requirement of the User listing the auction;

Quantity variation: depending on the transaction;

Gross/Net Weight Basis: whether the price bid is on gross weight or net weight basis;

GST/Other Taxes: to be paid by the winner as applicable;

Packaging Information: quantity along with packaging material details;

Payment Gateway: whether online via the Platform or offline.

- balance amount to be paid;
- period within which the balance payment (after the order margin) has to be made by the successful bidder;
- penalty terms if balance amount not paid in specified timelines; and
- whether partial lifting (Sell auctions) or delivery (Buy auctions) is allowed;

Delivery Condition: delivery/lifting points along with the details of the costs and risks break-up between the Seller and the Buyer;

Defaults: details of the penalty that will be levied on the Buyer or the Seller, in the event of the violation of the terms of the Contract Note.

ACCEPTABLE USE OF THE PLATFORM AND SERVICES –

User are responsible for your use of the auction Platform, and for any use of the Platform or the Services made available by KisaanYard. Our goal is to create a positive, useful, and safe user experience.

Violation of any law or regulation.

upload, communicate, transmit or otherwise make available any content that is or could reasonably be viewed as unlawful, harmful, defamatory or racial or ethnic hatred, or otherwise objectionable;

Transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems in connection with the Platform and/or the Services.

DISCLAIMERS:

The Platform services are provided on as available basis. To the extent permitted by any applicable law, **KisaanYard**, its employees, directors and affiliates disclaim all warranties, conditions, and representations of any kind whatsoever, whether express, implied, statutory, or otherwise, non-infringement and all warranties, conditions, and representations arising out of course of dealing or usage of trade.

All information provided on the Platform is for general information purposes only. The information should not be interpreted as individualized advice, investment recommendation and farming or agriculture consultation. **KisaanYard** does not offer investment, farming, or business advice or consultations. None of the information found on the Platform, any of the portals through which any of the Services are provided, should be considered a recommendation, sponsorship, endorsement or any business of any nature and/or any financial derivative of any nature.

KisaanYard shall use all reasonable endeavors to ensure that all material and information presented on the Platform, or via the portals through which Services are provided, is taken from sources believed to be reliable and all information is presented in good faith, however **KisaanYard** makes no warranty or representation, either expressed or implied, in relation to the correctness, completeness, or accuracy of such information or material.

KisaanYard will have no liability for any:

- Errors or inaccuracies of content; on the Platform or in relation to the Services;
- Negligence, breach of contract, warranties, mistakes, or omission of the Users;
- Property damage or loss of data resulting from your access to or use of the Platform and/or the Services;
- Unauthorized access to or use of the Platform, the Services, our servers or of any personal information, auction data, or User Content;
- Interruption of transmission to or from the Platform or via the Services, or any deletion of or failure to store or transmit any content or communications;

- Bugs, viruses, or similar which may be transmitted on or through the Platform or via the services by any third party;
- Failure of the Platform and/or the Services to meet User expectations or requirements; or
- Loss or damage of any kind incurred as a result of the use of any content posted or shared through the Platform or the Services.

You understand and agree that any material or information downloaded or otherwise obtained using the Platform or the Services is done at your own risk and that you shall be solely responsible for any damage arising from doing so. No advice or information, whether oral or written, obtained by you from **KisaanYard** or through the Platform and/or the Services will create any warranty not expressly made in these Terms.

To the extent permitted by law, under no circumstances **KisaanYard** will be liable to you or to any third party for any indirect, special, incidental, punitive, or consequential loss or damages (including for any loss of profits, goodwill revenue, or data) or for the cost of obtaining substitute products or services or for any cost or liability arising out of or in connection with these Terms, the Platform and/or the Services, howsoever caused, whether such liability arises from any claim based upon contract, warranty, tort, including negligence, breach of statutory duty or otherwise, and whether or not **KisaanYard** has been advised of the possibility of such loss or damages.