

As we update, get better and expand, this policy may change, so please refer to it periodically. By accessing the website, you accept these conditions.

Note: Our privacy policy may change at any time without prior notification. To make sure that you are aware of any changes, kindly review the policy periodically. This privacy policy shall apply uniformly to Parijat Industries (India) Pvt. Ltd.'s (hereinafter referred to as "Parijat") website. Please read this document carefully. By declining our privacy policy, you shall not be able to access our website.

## **TERMS AND CONDITIONS**

These terms and conditions of use ("Terms") along with privacy policy ("Privacy Policy") (hyperlinked) forms a legally binding agreement ("Agreement") between You and Us.

Hence, we insist that you spend time reading these Terms and Privacy Policy and let us know at [contact@parijatagrochemicals.com](mailto:contact@parijatagrochemicals.com) if you have any queries regarding the same. We will try our best to answer your queries.

### **A. DEFINITIONS AND INTERPRETATION**

1. Capitalized terms, not defined elsewhere in this Agreement, shall mean as follows:

(a) "Web" means the website you accessed.

(b) "User" or "You" or "Your" refers to a natural person who has accepted this Agreement in order to access the website.

2. Any reference to the singular includes a reference to the plural and vice versa, and any reference to one gender includes a reference to other gender(s), unless explicitly provided for.

3. Headings and captions are used for convenience only and not for interpretation of the agreement.

4. Any reference to a natural person shall, include his/her heirs, executors and permitted assignees and any reference to a juristic person shall, include its affiliates, successors and permitted assignees, unless repugnant to the context.

### **B. YOUR APPROVAL**

1. You approve and accept this agreement by:

(a) accessing the Web.

2. You can accept this agreement only if:

(a) You are above 18 years of age,

(b) You are eligible and mentally capable to execute a binding contract with Parijat pursuant to access the Web; and

(c) You are not legally barred from accessing the Web,

(d) You are one of the dealer/distributor of Parijat.

3. You understand that we want you to not access the website if you do not understand, approve or accept all the terms specified in this Agreement. Hence, you are requested to read these Terms and Privacy Policy (hyperlinked) carefully and understand the agreement before you accept it and agree to be bound by it.

### **C. PROVISION OF THE WEBSITE**

1. Parijat grants you a limited license to access this web and not to download or modify it or any portion of it.

2. In order to provide access of the Web to you, we may request you to register and/or provide and/or confirm information about yourself. We trust that any information provided by you will always be true, accurate, complete and updated.

3. The content displayed on the Web is for your non-commercial, non-legal and personal use. You are not allowed to copy, reproduce, alter, modify, create derivative works of, or publicly display any content displayed on the Web.

4. We may stop provision of the Web (or any part of it), permanently or temporarily, to you or to users generally or may modify or change the nature of the Web and/or these terms at our sole discretion, without any prior notice to you. Your use of the Web following any such modification constitutes your deemed acceptance to be bound by the Agreement (or as it may be modified).

### **D. YOUR AGREEMENT WITH PARIJAT**

1. A violation of this Agreement may result in a legal liability upon you and that nothing in this Agreement should be construed to confer any rights to any third party. You are responsible for your conduct and activities while using the Web and for any consequences thereof.

2. If any provision of the agreement is found to be unenforceable under the applicable law, it will not affect the enforceability of the other provisions of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.

3. We may choose to not act with respect to a breach of this agreement by you or others but this does not mean that we cannot act with respect to subsequent or similar breaches. Our intended or intended failure to exercise or enforce any provision of this agreement shall not constitute a waiver of such right or provision.

## **E. USING THEWEB-APP**

1. While the Web is available to you free of cost, we may amend these Terms and impose a cost on the Web in future. We don't promise to but will try our best to give you a prior notice in this regard.

2. You will use the Web only for such purposes as is permitted by (a) this Agreement; and /or (b) any law, regulation or generally accepted practices or guidelines applicable in the country of which you are a citizen or in which you are a resident or from where you use the Web.

3. Parijat also grants you a non-exclusive, non-transferable license to access such content on the Web which is owned by Parijat.

## **F. RESTRICTIONS ON YOUR USE**

1. You will not use the Web or any content provided thereof for any purpose that is illegal, unlawful or prohibited by this Agreement.

2. You will not use the Web or any content provided thereof for any legal purpose.

3. You will not access (or attempt to access) the content provided through the Web by any other than through the Web, unless you have been specifically allowed to do so in a separate written agreement with Parijat.

3. You will not redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Web or any component or content thereof, available to third parties.

4. You will not circumvent or disable any digital rights management, usage rules, or other security features of the Web; remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Web; and not use the Web in a manner that threatens the integrity, performance, or availability of the Web.

5. You will not attempt to or engage in any activity that may:

(a) collect information about other users of the Web for any illegal or unlawful purpose;

(d) create any user accounts by automated means or under false or fraudulent pretenses for using the Web;

(e) transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature through the Web;

(f) use the Web in any manner that could damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the Web, or interfere with any other third party's use and enjoyment of the Web;

(g) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Web; or

(h) obtain any materials or information through any means not intentionally made available, in the opinion of Parijat, through the Web.

6. You will not impersonate another person or impersonate, guide or host on behalf of, or falsely state or otherwise misrepresent your affiliation with any person or entity, including, but not limited to our officials, employees, agents, partners, affiliates, dealers and franchisees.

## **G. TERMINATION**

1. Your access to the Web may be terminated if you knowingly or unknowingly cause direct or indirect breach, as ascertained by Parijat, of these Terms or Privacy Policy as a whole or in part;

2. We may have to terminate Your access to the Web if:

(a) We are required to do so by any law (for example, where the access to and/or provision of the Web to you becomes, unlawful);

(b) The third party, if any, with whom we offered the Web to you has terminated its relationship with us or ceased to offer the related services to us or to you;

(c) The provision of Web to you, is no longer viable or feasible for us; or

(d) You are a repeat infringer of this agreement.

3. We may terminate this agreement at any time, with or without notice and may procure disabling your access to the Web and/or barring you from any future access to the Web.

4. When this Agreement comes to an end, all of the legal rights, obligations and liabilities that you and Parijat have benefited from, been subject to (or which have accrued over time whilst the Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and shall continue to apply to such rights, obligations and liabilities indefinitely.

## **H. INTELLECTUAL PROPERTY**

1. Your use of the Web is, and at all times shall be, governed by and subject to the laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by your access of the Web.

2. Parijat owns and retains all the intellectual property rights to the content made available to you through the Web.

3. All trademarks, brands and service marks of the Web are the property of Parijat only. Parijat owns all of the copyrights and database in relation to the Web.

4. The Web or any underlying technology or software used in connection with the Web may contain rights of Parijat or its affiliates or any third party. For use of any third party's intellectual property, you may need to get permission directly from the owner of the intellectual property.

5. Parijat respects the intellectual property rights of others and does not hold any responsibility for any violations of any intellectual property rights by you.

## **I. PRIVACY**

1. Our Privacy Policy (hyperlinked) explains how we treat your personal data and protect your privacy when you use the Web. By accessing the Web, you agree that we can use such data according to Privacy Policy.

2. You are responsible for maintaining the confidentiality of passwords you use to access the Web. Accordingly, you are solely responsible for all activities that occur with your device. If you become aware of any unauthorized use of your device, you will notify the relevant authorities as soon as possible.

## **J. LIMITATION OF LIABILITY AND INDEMNIFICATION**

1. Your access of the Web or any content available thereof is entirely at your own risk and we shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, monetary or any other damages, fees, fines, penalties or liabilities whatsoever arising out of or relating to your use of the Web.

2. You shall defend, indemnify and hold Parijat, and its officers, directors, employees, representatives and agents harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fee that may result from or alleged to result from (a) your use of the Web; or (b) your breach of rules, regulations and/or orders under any applicable law.

3. You are also responsible for any breach of your obligations under the agreement and/or for the consequences of any such breach.

## **K. NO WARRANTIES**

1. We shall make our best efforts to make the Web available to you in the best possible manner. However, we disclaim all warranties in relation to the Web, whether express or implied, including but not limited to:

(a) the Web being constantly available or available at all;

- (b) Web will always function without disruptions, delay or errors;
- (c) Your personal ability to access the Web;
- (d) Your satisfaction with the use of the Web;
- (e) the accuracy of the data provided by the Web;
- (f) the security and privacy of your data;
- (g) that all bugs or errors in relation to the Web will be corrected;
- (h) that the Web and the contents thereof are accessible in every location.

2. Parijat, its officers, directors, employees, affiliates and agents and any other service provider responsible for providing access to the Web in connection with this Agreement will not be liable for any acts or omissions, including of a third party, and including those vendors participating in Parijat 's offerings made to you, or for any unauthorized interception of data or breaches of this agreement attributable in part to the acts or omissions of third parties, or for damages associated with Parijat, or for damages that result from the operation systems, facilities or services provided by third parties that may be interconnected with Parijat.

## **L. ELECTRONIC COMMUNICATIONS, NOTICES & DISPUTE RESOLUTION**

1. When you visit our web or send e-mails to us, you are communicating with us electronically. You also consent to receive communications from us electronically.

Parijat may post notices within the Web or send you notices on the e-mail address that you may have shared with us. You will have received such notices within 3 (three) days of us sending the notice. Your continued use of the Web on expiry of such 3 (three) days shall constitute your receipt and acceptance of the notices sent to you.

2. In the event of any dispute, controversy or claim of whatsoever nature arising under, out of or in connection with or relating to interpretation, enforcement or performance of the terms and conditions of this agreement, such dispute, controversy or claim shall be governed and construed in accordance with the laws of India and the courts at New Delhi shall have the exclusive jurisdiction to adjudicate such dispute, controversy or claim.

## **N. DISCLAIMER**

1. The contents provided through the Web may include technical inaccuracies or typographical errors. Parijat may make changes or improvements to the Web at any time. The contents or any information available on the Web is provided "as is" and "as available" and without warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable law. Parijat does not warrant that the functions contained in the contents will be uninterrupted or error-free, that defects will be corrected, or the servers that make them available, are free of viruses or

other harmful components. Parijat makes no commitment to update the materials on the interface. The above exclusion may not apply to you, to the extent that applicable law may not allow the exclusion of implied warranties. Parijat shall not be liable for any misuse or data theft as a consequence of your use of the Web.

2. YOU EXPRESSLY REPRESENT AND WARRANT THAT YOU WILL NOT USE THE WEB IF YOU DO NOT UNDERSTAND, AGREE TO BECOME A PARTY TO, AND ABIDE BY ALL THE TERMS SPECIFIED IN THIS AGREEMENT. ANY VIOLATION OF THIS AGREEMENT MAY RESULT IN LEGAL LIABILITY UPON YOU. NOTHING IN THE AGREEMENT SHOULD BE CONSTRUED TO CONFER ANY RIGHTS TO ANY THIRD PARTY OR ANY OTHER PERSON.

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