

TERMS AND CONDITIONS

Welcome to nutrifresh.co.in! Before you begin using nutrifresh.co.in ("Website"), you must read and agree to these Terms and Conditions including the Privacy Policy ("Terms") for using this Website, which is owned and operated by Nutrifresh Farm Tech India Private Limited ("Nutrifresh" or "we" or "us" or "our").

By using this Website and any of its pages, you ("you" or "user") agree to and shall abide by all of the Terms set forth below which shall be binding on you. By accessing the Website or any part thereof, you are explicitly agreeing to the Terms.

Although we may attempt to notify you when major changes are made to these Terms, you should periodically review the most up-to-date version at [insert link]. Nutrifresh may, in its sole discretion, modify or revise these Terms and policies at any time, and you agree to be bound by such modifications or revisions. In the event you do not agree to any of the Terms mentioned herein, we advise you to stop using this Website.

A. DESCRIPTION OF SERVICE

This Website provides a platform to buy hydroponic fruits and vegetables and gives a detailed insight into the technology and artificial intelligence we leverage to grow our produce and various other services which may be added or altered from time to time (collectively the "Services"). These Terms apply to all visitors, users and others who wish to access our Services.

You understand and agree that the Services are provided to you on an 'as is and as available' basis. Nutrifresh disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Services. Nutrifresh also reserves the right to modify, suspend or discontinue the Services with or without notice at any time and without any liability towards you.

B. USER ELIGIBILITY

Nutrifresh reserves the right to refuse service to anyone at any time without notice for any reason. Further, you must not be restricted by Nutrifresh from accessing the Website. If you do not qualify, you are not permitted to use the Website.

C. RESTRICTIONS AND LIABILITY ON USE

In addition to other restrictions set forth in these Terms, you agree not to:

- use the Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Website;
- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- upload, post, transmit, share, store or otherwise make publicly available on the Website any private information of any third party, including, addresses, phone numbers, email addresses, identity card numbers and credit card numbers;

- upload, post, transmit, share or otherwise make available any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another user of the Services;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another's account, service or system without authorization from Nutrifresh or create a false identity on the Website;
- to circulate any advertising or promotional material, including any junk mail, spam or any such similar way of transmitting material;
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Nutrifresh, is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose the Website or its users to any harm or liability of any type.
- imply that any statements made by you are endorsed by us, without getting prior written consent.
- violate the intellectual property or other rights of Nutrifresh, including, without limitation, (i) copying, using or distributing our content on the Website; or (ii) copying, using or distributing our Services; directly or through third parties (such as search engines) without the consent of Nutrifresh or (iii) using any of our trademark, tradename, and logos, in any business/service name, email, or URL;

Nutrifresh disclaims all responsibility and liability in respect of the content on the Website and the inappropriateness of the same under law or otherwise. You shall be solely responsible and liable for (and that Nutrifresh has no responsibility to you or to any third party for) breach of any law, regulation or generally accepted practices or guidelines in the relevant jurisdictions and for the consequences (including any loss or damage which Nutrifresh may suffer) of any such breach.

You agree that you are solely responsible for (and that Nutrifresh has no responsibility to you or to any third party for) any content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Nutrifresh may suffer, which you shall be liable to indemnify).

You understand that by using the Services you may be exposed to content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

IN NO EVENT WILL NUTRIFRESH OR ITS EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEBSITE OR THE SERVICES, ANY PLATFORM APPLICATIONS OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE WEBSITE, EVEN IF NUTRIFRESH IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT YOU SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM NUTRIFRESH, REGARDLESS OF THE CAUSE OF ACTION.

D. PROPER USE

You agree that you are responsible for your own use of the Services and for any consequences thereof. You agree that you will use the Services in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence.

Violation of any of the foregoing may result in immediate termination of your use of the Services, and may subject you to such penalties as are applicable under the law or otherwise and other legal

consequences. Nutrifresh reserves the right, but shall have no obligation, to investigate your use of the Services in order to (a) determine whether a violation of the Terms including the Privacy Policy has occurred or (b) compliance with any applicable law, regulation, rules, legal process or governmental request.

Nutrifresh does not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any communications/information posted via the Services or endorse any opinions expressed via the Services. You acknowledge that any reliance on material posted via the Services will be at your own risk.

E. GENERAL PRACTICES REGARDING USE AND STORAGE

You agree that Nutrifresh has no responsibility or liability for the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Service. Nutrifresh retains the right to create limits on use and storage at our sole discretion at any time with or without notice.

F. CONTENT OF THE SERVICE

Nutrifresh takes no responsibility for third-party content (including, without limitation, any viruses, trojans, cookies or other disabling features), nor does Nutrifresh have any obligation to monitor such third-party content. Nutrifresh reserves the right at all times to remove or refuse to distribute any content on the Services, such as content which violates the present Terms. Nutrifresh also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Nutrifresh, its users and the public. Nutrifresh will not be responsible or liable for the exercise or non-exercise of its rights under these Terms.

G. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that Nutrifresh owns all right, title and interest in and to the Services, including all intellectual property rights (the "Nutrifresh Rights"). The Nutrifresh Rights are protected by intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Services. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Services. As described immediately below, the Nutrifresh Rights do not include third-party content used as part of the Services, including the content of communications appearing on the Services.

Nutrifresh claims no ownership or control over any content submitted, posted or displayed by you on or through the Services. You retain all rights to any content you submit, post or display on or through the Services and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying content on or through the Services which are intended to be available to the members of the public, you grant Nutrifresh a worldwide, non-exclusive, royalty-free license to reproduce, publish and distribute such content on the Website for the purpose of displaying and distributing the Services. Nutrifresh furthermore reserves the right to refuse to accept, post, display or transmit any content in its sole discretion.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any content submitted.

Unless expressly authorized in writing by Nutrifresh, you agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes (a) any portion of the Services/information posted on

the Website, (b) use of the Services/information posted on the Website, or (c) access to the Services.

Any use of Nutrifresh's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features, including "nutrifresh.co.in" and "Nutrifresh" must be in compliance with this Terms and in compliance with Nutrifresh, only after obtaining prior written confirmation from Nutrifresh.

H. PRIVACY POLICY

Nutrifresh is committed towards protecting and recognizing privacy of the visitors/ users of our Website and recipients of our emails. We are continuously evaluating our internal procedures and technology to ensure your privacy. Your privacy is very important to Nutrifresh. The following Privacy Policy explains how we collect, use and safeguard the information you provide to us through or in association with your use of the Website, its related features and Services as defined in these Terms.

In furtherance of our efforts to protect your privacy, Nutrifresh and this Privacy Policy are in compliance with the Information Technology Act, 2000 ("IT Act") and Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 ("IT Rules").

1. INFORMATION WE COLLECT AND HOW WE USE IT

We offer a range of Services that do not require you to register for an account or provide any personal information to us. However, in order to provide our full range of Services, we may collect the following types of information:

1.1 Information you provide:

When you sign up to purchase fruits and vegetables on the Website or try to contact us on the Website, we ask you for personal information and sensitive personal data (such as your name, email address or any other information that related to us which is capable of identifying you, which we maintain in encrypted form on secure servers. For certain Services, we may give you the opportunity to opt out of combining such information.

1.2 Cookies:

When you visit the Website, we send one or more cookies – a small file containing a string of characters – to your computer that uniquely identifies your browser. We use cookies to improve the quality of our Services by storing user preferences and tracking user trends, such as how people search. The Website also uses cookies in its advertising services to help advertisers and publishers serve and manage ads across the web. The information so collected through cookies is not sold, rented or shared with any third parties. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some Website features and Services may not function properly if your cookies are disabled. You can decline to submit personal information or sensitive personal data to any of our Services, in which case the Website may not be able to provide any or all Services to you.

1.3 Log Information:

When you access the Website services, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol (IP) address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser. Also, in order to protect you from fraud,

phishing, and other misconduct, we may collect information about your interaction with our servers. Any such information we collect will only be used to detect and prevent fraud or other misconduct.

1.4 User communications:

When you send email or other communications to Nutrifresh directly or through our Website, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.

1.5 Affiliated sites:

We offer some of our Services in connection with other websites. If necessary, the personal information that you provide us might be shared with such websites in order to facilitate the objectives of the Website. The affiliated sites may have different privacy practices and you are required to read their privacy policies and shall be bound by the terms of use of such websites. Nutrifresh shall not be liable for any policies and practices of such websites.

2. CHOICES FOR PERSONAL INFORMATION

We offer a range of Services that do not require you to register for an account or provide any personal information to us. However, in order to provide our full range of Services, we may collect the following types of information:

1.1 Information you provide:

When you sign up to purchase fruits and vegetables on the Website or try to contact us on the Website, we ask you for personal information and sensitive personal data (such as your name, email address or any other information that related to us which is capable of identifying you, which we maintain in encrypted form on secure servers. For certain Services, we may give you the opportunity to opt out of combining such information.

1.2 Cookies:

When you visit the Website, we send one or more cookies – a small file containing a string of characters – to your computer that uniquely identifies your browser. We use cookies to improve the quality of our Services by storing user preferences and tracking user trends, such as how people search. The Website also uses cookies in its advertising services to help advertisers and publishers serve and manage ads across the web. The information so collected through cookies is not sold, rented or shared with any third parties. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some Website features and Services may not function properly if your cookies are disabled. You can decline to submit personal information or sensitive personal data to any of our Services, in which case the Website may not be able to provide any or all Services to you.

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When you access the Website services, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol (IP) address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser. Also, in order to protect you from fraud, phishing, and other misconduct, we may collect information about your interaction with our servers. Any such information we collect will only be used to detect and prevent fraud or other misconduct.

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When you send email or other communications to Nutrifresh directly or through our Website, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.

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2. CHOICES FOR PERSONAL INFORMATION

When you sign up to purchase fruits and vegetables on the Website or when you contact us on the Website, we ask you to provide personal information. If we propose to use personal information for any purposes other than those described in this Privacy Policy, we will offer you an effective way to opt out or withdraw your consent of the use of personal information for those other purposes. Provided that in case you decide to not provide the personal information or withdraw your consent after providing the data, Nutrifresh reserves its rights to not provide the Services for which the information was sought by us.

Nutrifresh will not collect or use sensitive information for purposes other than those described in this Privacy Policy and/or in the supplementary service privacy notices provided to you unless we have obtained your prior consent. Nutrifresh undertakes that personal information and sensitive personal data shall be used by Nutrifresh only for the purpose for which it has been collected and shall not be retained by us for longer than what is required to serve our purpose for which the information may be lawfully used.

You can review the personal information and sensitive personal data provided by you at all times, by submitting a written request to rahul@nutrifresh.co. In case you find any information to be inaccurate or deficient, Nutrifresh shall rectify the same at your request. Nutrifresh is not responsible for the authenticity and correctness of the information supplied by you.

On receipt of any discrepancies or grievances with respect to collecting and processing the personal information and sensitive personal data provided by you, Nutrifresh shall strive to resolve it in a time bound manner. Nutrifresh has designated a Grievance Officer for the purpose of redressing your grievances expeditiously which shall not be more than 1 (one) month from the date of receipt of your grievance. The details (name and contact details) of the Grievance Officer are displayed below.

You agree that Nutrifresh may access or disclose your personal information, including the content of your communications, if Nutrifresh is required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, summons, requisition, statute, or court order), or as otherwise provided in these Terms including the Privacy Policy. Personal information collected by Nutrifresh may be stored and processed in India or any other country in which Nutrifresh or its agents/affiliates maintain facilities. By using the Services, you consent to any such transfer of information outside of your country.

3. INFORMATION SHARING

Nutrifresh only shares personal information with other companies or individuals outside of Nutrifresh in the following limited circumstances:

- We have your consent. We require opt-in consent for the sharing of any sensitive personal information.
- We provide such information to our trusted persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of Nutrifresh, its employees and agents and users or the public as required or permitted by law.

We may share with third party's certain pieces of aggregated, non-personal information, such as the number of users who searched for a particular term, for example, or how many users clicked on a particular advertisement. Such information does not identify you individually. We may also disclose certain information to third parties to help diagnose technical problems and to administer the Website.

4. INFORMATION SECURITY AND SAFETY PROCEDURES

Nutrifresh takes appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

Nutrifresh restricts access to personal information and sensitive personal data to Nutrifresh, its employees, contractors and agents who need to know that information to operate, develop or improve our Services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

In case the personal information and sensitive personal data is required to be provided to any government agency pursuant to their request in writing to us clearly stating the purpose of seeking such an information, we shall without obtaining your prior written consent, share/disclose your personal information or sensitive personal data with the agency.

Nutrifresh shall not publish the personal information and sensitive personal data on any platforms (digital or written). In case Nutrifresh discloses your disclosure to any third party, the third party shall not disclose the information further.

We are in compliance with the reasonable security practices and procedures as outlined under the IT Rules, and all personal information and sensitive personal data is secured in accordance with the standards and/or other practices as notified under the IT Rules from time to time, which is audited annually or when we undertake a significant upgradation of its process and computer resource.

5. GRIEVANCE OFFICER

Nutrifresh regularly reviews its compliance with this Privacy Policy. In accordance with the IT Act and the IT Rules, the name and contact details of the Grievance Officer of Nutrifresh are provided below:

Name – Girish Channe

Address - Corporate Office 401-405, Rama Plaza, Above KFC, Sinhagad Road, Opp. P.L. Deshpande Garden, Parvati, Pune - 411009

Phone - 9881503150

Email Address – rahul@nutrifresh.co

Should you have any complaints or grievances regarding the Website, you can notify us by writing to us on the contact details mentioned above and we shall endeavour to redress the complaints at the earliest. When we receive formal written complaints at this address, it is our policy to contact the complaining user regarding their concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between us and an individual.

6. CHANGES TO THIS PRIVACY POLICY

Please note that this Privacy Policy may change from time to time. We will not scale down your rights under this Privacy Policy without your explicit consent, and we expect most such changes will be minor. Regardless, we will post any Privacy Policy changes on this page and, if the changes are significant, we will provide a prominent notice on the website, as well as an email notification will be sent to you in regard to the changes being made to the Privacy Policy.

I. REPRESENTATIONS AND WARRANTIES

You represent and warrant that (a) all of the information provided by you to Nutrifresh to participate in the Services is correct and current; and (b) you have all necessary right, power and authority to enter into this agreement with us for the use of the Website, availing the Services and to perform the acts required of you hereunder.

J. INDEMNIFICATION

You agree to hold harmless and indemnify Nutrifresh and its agents, and employees from and against any direct or indirect third-party claim, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Nutrifresh provides you with written notice of such claim, suit or action, arising from or in any way related to your use of the Services, content you post or share on or through the Website, your conduct in connection with the Services or the Website or with other users of the Services or the Website, or any violation of this Terms or of any law or the rights of any third party.

K. WAIVER AND SEVERABILITY OF TERMS

The failure of Nutrifresh to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

L. CHOICE OF LAW; JURISDICTION; FORUM

These Terms will be governed by and construed in accordance with the laws of India, without giving effect to its conflict of laws, provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Services will be brought solely in Mumbai, India and you consent to the jurisdiction of such courts.