

This website (“Agrica”) is owned and operated by Data for Decisions Technology Solutions Private Limited.

Terms and Conditions

1. Terms and Conditions

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms and conditions for access or usage of domain name www.agrica.in (“Website”), including the related mobile site and mobile application (hereinafter referred to as “Platform”)

These terms and conditions are an agreement between Mobile Application Developer – Data for Decisions Technology Solutions Private Limited (Mobile Application Developer) and You (User or Retailer or Agri Entrepreneur). This Agreement sets forth the general terms and conditions of your use of the DforD® Retail POS (Point of Sale) mobile application and any of its products or services (collectively – Mobile Application or Services).

2. Accounts and Membership

If you use and/or create an account in the Mobile Application, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your Mobile to prevent unauthorized access to your Mobile Application. You are also responsible for security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. You should take all necessary steps to ensure that password is kept confidential and secure and inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is likely to be, used by unauthorized person. Please ensure details provided by you are correct and complete, in case you wish to change or update the existing details, you can access and update such information in the settings section of the Mobile Application or connect customer support. We may monitor and review new accounts before you may sign in and use our Services.

Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend,

disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services to get the benefits of the Mobile Application. Also, we may block your email address and Internet Protocol (IP) address to prevent further registration.

3. Links to Other Mobile or Any Other Linked Applications

Although this Mobile Application may link to other mobile or other type of applications in order to use our Mobile Application to facilitate in your business. We are not, directly and/or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked mobile application, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their mobile applications. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties.

4. Prohibited Uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Mobile Application or its contents: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, national, state or local regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit known and unknown viruses or any other type of malicious code that may or will be used in any way that will either directly or indirectly affect the functionality or operation of the Service or of any related Mobile Application, other mobile applications, hosting services and/or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related Mobile Application, other mobile applications, hosting services and/or the Internet.

We reserve the right to terminate your use of the Service or any related mobile applications for violating any of the prohibited uses. You should carefully review the legal statements and other conditions of use of any mobile application which you may have access through a link from this Mobile Application. Your linking to any other off-site mobile applications is at your own risk.

5. Device Permissions and Background Operation

- The Mobile Application may request access to certain device features including location services, camera, and media files to enable core operational functionality

such as attendance tracking, visit validation, route tracking, and documentation capture.

- Location access, including background location access, is used solely to support field operations and is activated only after the user explicitly grants permission and initiates a working session within the Mobile Application.
- Background location tracking automatically stops once the working session ends or when the user punches out.
- The Mobile Application does not access device features without user knowledge or outside the intended operational functionality. Users may revoke permissions at any time through device settings, which may limit certain features of the Mobile Application.

6. Intellectual Property Rights

This Agreement does not impliedly transfer to you any intellectual property owned and/or licensed by Mobile Application Developer or third parties and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Mobile Application Developer. All trademarks, service marks, graphics and logos used in connection with our Mobile Application or Services, are trademarks or registered trademarks of Mobile Application Developer or Mobile Application Developer licensors. Other trademarks, service marks, graphics and logos used in connection with our Mobile Application or Services may be the trademarks of other third parties. Your use of the Mobile Application and Services grants you no right or license to reproduce or otherwise use any Mobile Application Developer or third party trademarks.

7. Limitation of Liability

In no event shall Mobile Application Developer, its owner, affiliates, officers, directors, employees, agents, suppliers, sponsors, investors or licensors be liable to any legal and/or natural person for (a): any direct, indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, gross negligence or otherwise, even if Mobile Application Developer has been advised as to the possibility of such damages or could have foreseen such damages resulting from (a) the use or inability to use the Mobile Application; (b) unauthorized access to or alternations of the user's transmission of any data; (c) breach of condition, representation or warranties by the any party related to this Mobile and (d) any other acts or omission of the Mobile Application Developer.

8. Indemnification

You shall indemnify and hold harmless Mobile Application Developer and its owners, licensees, affiliates, directors, officers, employees, and agents from any claims or damages or actions including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of due to Your breach of this terms and conditions, any usage policy of this Mobile Application or any other policies of any other mobile application as mentioned above and/or Your violation of law, rules, regulations or rights (including intellectual property rights) of a third party.

9. Events Beyond Our Reasonable Control

We shall not be responsible or held liable for any known or unknown delays or failure to comply with our obligations under this Agreement if the delays or failure are caused beyond our reasonable control. This condition does not affect your statutory rights.

10. Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

11. Dispute Resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of India without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of India. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Bangalore and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. Other countries on contracts for the International Sale of Goods does not apply to this Agreement.

12. Changes and Amendments

We reserve the right to modify this Agreement, its' terms and conditions or its policies relating to the Mobile Application or Services at any time, effective upon posting of an updated version of this Agreement in the Mobile Application. When we do, we will post a notification in our Mobile Application. Continued use of the Mobile Application after any such changes shall constitute your consent to such changes.

13. Acceptance of These Terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Mobile Application or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Mobile Application and its Services.

14. Contact us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to info@dford.co.in