

THIS PRIVACY POLICY ("PRIVACY POLICY") SETS FORTH HOW KRISHK23 AGROSCIENCE PRIVATE LIMITED. USES AND PROTECTS ANY PERSONAL INFORMATION THAT YOU SUBMIT ON THE APPLICATION. THIS PRIVACY POLICY APPLIES ONLY TO THE PERSONAL INFORMATION COLLECTED ON THE APPLICATION. BY ACCESSING OR USING THIS APPLICATION, YOU UNCONDITIONALLY ACCEPT AND AGREE WITHOUT LIMITATION OR QUALIFICATION, THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT PROCEED FURTHER TO USE THIS APPLICATION.

Access to the Application (defined below) is subject to Terms of Use located at Terms & Conditions on the Application (the "Terms of Use"). Capitalised terms used and not defined in this Privacy Policy, shall have the same meaning ascribed to them in the Terms of Use.

INTRODUCTION

This Privacy Policy governs the privacy terms of the Application called Krishk, which is owned and operated by KRISHK23 AGROSCIENCE PRIVATE LIMITED. ("Company"). The Application is an integrated online platform consisting of the Company's proprietary, automated, personalised crop advisory and planning, designed to meet individual farmer's need and offered by the Company. The Services offered on this Application are provided through both online and offline means by the Company

For the purposes of this Privacy Policy, the terms "we", "our" and "us" refers to Company and its affiliates, and the term "you", "your" or the "user" refers to you, the users downloading or accessing the Application by themselves or on your behalf of a company or any other legal entity and who is creating its account on the Application in accordance with the Terms of Use.

If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms and conditions of these Terms and, in such an event your use of this Application shall refer to use by such legal entity. If you do not have such an authority or do not agree to the terms of this Privacy Policy, then you should refrain from using this Application.

We respect the privacy of everyone who uses the Application. This Privacy Policy describes the procedures for collecting, using, and disclosing your Personal Information (defined below) which you exchange with us, directly or indirectly for availing the Services or accessing the Application. We recommend you to read this Privacy Policy to understand our approach towards the use of your Personal Information.

When you access or use the Application, you agree to our Privacy Policy and consent to our collection, storage, transfer, processing use, disclosure and other uses of your Personal Information (defined below) as described in this Privacy Policy. You understand and acknowledge that you are required to provide the Personal Information when you choose to avail the Services.

INFORMATION WE COLLECT

We receive and collect following information when we operate and provide our Services, including when you install, access, or use the Application. For the provision of the Services, you are required to register your user profile by using the sign-up option available on the Application (“User Profile”).

During the registration process and while availing the Services, you shall be required to share/upload certain Personal Information.

For purposes of this Privacy Policy, “Personal Information” means information that can be used to personally identify the user including but not limited to, your name, address, telephone number, mobile number, e-mail address age, occupation, address, crop, gender, pictures, videos and/ or information related to the geographical location of your own & your land/property. You also agree to provide us information relating to your mobile address book on a regular basis. We do not allow unauthorised publishing or disclosure of non-public contact details.

Further, during your access and use of the Application, we may learn and collect additional information from and about you which may become part of the Personal Information. You allow us to access details of your email accounts, such details and information will be used to access your account when and for the limited purposes of using the Services. You agree and understand that, we also collect Personal Information when you login-in to our Application or use our Services or other information you upload, sync or import. This can include information in or about the content you provide, such as the location of a photo/ video or the date a photo/ video file was created. We also collect information about how you use our Services, such as the types of content you view or engage with or the frequency and duration of your activities.

We may collect Personal Information in the form of details and documents you post in certain space on the User Profile or the Application like the message(s) you send to us. We may retain your message(s) in the ordinary course of providing our Services to you. The messages (including your chats, photos, call logs, etc.) delivered are saved on our servers for future use.

You hereby consent towards the usage of your Personal Information, which is collected, stored and used by us for the purpose of providing you the Services. You also agree and understand that, the collection, use, and sharing of the Personal Information, shall be limited for the purpose of providing Services.

Non-Personal Information/Data: When you use, or access the Application, we may also collect and store additional information which may or may not personally identify you or be identifiable with other information collected. Such information includes, without limitation, your device specific information when you install access or use our Services, your hardware model, operating system information, browser information, internet protocol address, device identifiers, your usage and log information, information about your status in relation to our show / chat room services, browser types, domain name, device locations, service-related, diagnostic, and performance information, and other data involving your use of the Application and/or our Services, diagnostic, crash, website, and performance logs and

reports. This information is collected passively using various technologies or may be provided by you through communications with us. You understand and acknowledge that this information shall be non-personal information and could be used by the Company, for its own business purposes.

ACCESS TO THE APPLICATION

Our Application is not aimed at Users under 13 years of age and we will not directly collect, use, provide or process in any other form any Personal Information of user under the age of 13 years deliberately. We therefore also ask you, if you are under 13 years old, to not send us your Personal Information (for example, your name, address and email address) and to not access our Application. In addition to being of the minimum required age to use our Application under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

APPLICABLE LAW

This Privacy Policy is governed by the provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011, which is designed to protect Personal Information; other relevant laws, and the Company policies effective and applicable during the term you avail the Services.

HOW WE USE PERSONAL INFORMATION

The Personal Information is collected and used to: (i) provide or operate Services; (ii) create and administer your accounts/User Profile and to improve the quality and your experience, of the Application and Services, including but not limited to conducting audits and resolving your issues; (iii) customize, improve our Services; (iv) to analyse service related diagnostic and performance information (v) providing information of events conducted in the local areas, as per location information (vi) manage our relationship with you and develop our present and future Services; (vii) maintain and update our records; (viii) monitor suspected fraud(s), misconduct(s) and unlawful activities and safety and security on the Application. We will not sell, exchange or disclose your information to or with any third party without your consent, except as provided for in this Privacy Policy. We may also collect Personal Information when you interact with our customer service in order to assist you and to improve the operation of the Application and the Services we offer.

You agree that we may also use the Personal Information to contact you and deliver information to you that, in some cases, are targeted to your interests, such as targeted advertisements, service offerings and communications relevant to your use of the Application.

By accepting this policy, you expressly agree and allow us to receive and use this Personal Information for the above stated purposes.

DISCLOSURES

Personal Information exchanged with Public: As a default setting, the Personal Information you exchange is only exchanged with or displayed for the Users with whom you have connected or with whom you interact through the Application. However, in the event you chose to exchange the Personal Information with public at large, your Personal Information shall be displayed on the Application and shall be visible to any and all users or visitors of

the Application. In the event, you choose to exchange your Personal Information with the public, it shall be available to anyone who has availed or not availed our Services and can be seen or accessed through online search engines or offline media.

Information exchanged with other Users: Your Personal Information may be exchanged, re-exchanged, uploaded or displayed by the other users ("Disclosing User"), in such an event the users connected to such Disclosing User or the audience which such Disclosing User chooses, will have access to your Personal Information. In the event, you exchange Personal Information in any group of which you are part of, all the group members of such group shall have access to your Personal Information.

Affiliates or Business Partners: We may provide Personal Information we collect, to our affiliates or our business partners through whom we provide Services to you. For example, we may disclose Personal Information to our affiliates in order to respond to your requests for information or Services.

Joint Marketing Arrangements: Where permitted by law, we may exchange your Personal Information with joint marketers with whom we have a marketing arrangement, we would require all such joint marketers to have written contracts with us that specify appropriate use of your Personal Information, require them to safeguard your Personal Information.

Service Providers or Business Partners: We may use certain trusted third parties and individuals to help us provide, analyse, and improve the Services or provide marketing, developing, product development or, data storage, payment processing and other features related to the Service. These third parties, including their employees, and authorised personnel may have access to your Personal Information only for purposes of performing these tasks and are under obligations similar to those in this Privacy Policy. We may disclose your Personal Information to service providers who perform business functions or hosting services on our behalf.

Persons Who Acquire our assets or business: We may transfer or transmit your Personal Information if we are acquired by / we acquire or merge with another entity or transfer a part of our business, including the Application to a third party. Any third party or resultant entity that receives your Personal Information pursuant to a merger, demerger, reorganisation, restructuring or business transfer shall have the right to continue to use your Personal Information. In the event of such a sale or transfer, we reasonably notify you.

Legal and Regulatory Authorities: We may be required to disclose your Personal Information due to legal or regulatory requirements. You understand that we may have to transfer and process information subject to applicable laws in India and other countries globally where we have or use facilities, service providers, or partners regardless of the User's location. You understand and confirm that laws, regulations and standards of the country in which your information is stored may be different from those of your country. In such instances, we reserve the right to disclose your Personal Information as required in order to comply with our legal obligations, including but not limited to complying with court orders, warrants, or discovery requests. We may also disclose your Personal Information to law enforcement officers or others, in the good faith belief that such disclosure is reasonably necessary to enforce this Privacy Policy; respond to claims that any Personal Information violates the

rights of third-parties; or protect the rights, property, or personal safety of the Company, our users or the general public. You agree and acknowledge that we may not inform you prior to or after disclosures made according to this section.

You hereby agree and provide your consent to our use of your Personal Information and our practices, including the collection, use, processing, and sharing of your information as described in this Privacy Policy, as well as the transfer and processing of your information to the other service providers, affiliates or business partners, regardless of where you use our Services. Notwithstanding anything mentioned hereinabove, the Company shall not be responsible for the actions or omissions of the parties (including but not limited to the entities listed above) with whom the Personal Information is shared, nor shall the Company be responsible and/or liable for any additional information you may choose to provide directly to any third party.

COOKIES

Our Application may use 'cookies' to enhance User experience. Cookies are small encrypted files, that the Application transfers to your computer's hard drive or on your mobile / tablet device or through any such electronic device through which you may access the Application through your web browser that enables the Application to recognize your browser and capture and remember certain information

DATA RETENTION

We will retain your Personal Information for as long as your User Profile is active or till the time we are required to provide you the Services. We may retain and use your Personal Information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreement(s) or Terms. Consistent with these requirements, we will try to delete your information, upon reasonable request. Please note, however, that there might be latency in deleting information from our servers and backed-up versions. In addition, we do not delete from our servers the files that you have in common with other users.

ANONYMIZED DATA

We may also use your Personal Information collected to create aggregate anonymized data. We shall ensure that such anonymized data will not be directly identifiable to you or to the Personal Information shared with us. We may use this anonymized data for any purpose including but not limited to research, analytics, and to improve our Services. By using the Privacy Policy, you provide us the right to use your Personal Information to create anonymized data and use it for our business purposes.

SECURITY

We value your Personal Information; we will ensure an adequate level of protection to protect and secure your Personal Information from any unauthorised disclosure. We have therefore implemented technology and policies with the objective of protecting your Personal Information from unauthorised access and improper use and will update these measures as new technology becomes available, as appropriate. Your Personal Information is stored on our database which is either hosted on the private cloud or public cloud. We also offer end-to-end encryption for our Services, which is on by default, when you and the other users avail our Services. End-to-end encryption means that your messages are encrypted to protect against us and third parties from reading them. We verify accounts and activity, and

promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms, and to ensure our Services are being used legally. All the weblinks used are within the SSL security certification domain. We have in place data administrators who check the sanity of the data. However, all the information available on the Application is on an 'as-is' basis and the Company shall not be held liable for any information whatsoever on the Application.

As a matter of security, we take back-up of systems periodically. Although we provide appropriate firewalls and protections. Our systems are not hack proof. Data pilferage due to unauthorised hacking, virus attacks, technical issues are possible, and we take no liability or responsibility for it.

We/any of our personnel never asks for any kind of transactional details including but not limited to OTP, Credit/Debit Card Details, Netbanking/Phone Banking details. In case of any loss user will be responsible by its own

You are solely responsible for all actions of your user account and password. Therefore, we do not recommend that you disclose your password to any third party. If you choose to exchange your credentials relating to the User Profile including the password or any Personal Information with third parties, you are solely responsible for the same. If you lose control of your password, you may lose substantial control over your Personal Information and may be subject to legally binding actions.

INTERACTION BETWEEN YOU AND THE COMPANY

We are interested in your views, and we value the Feedback (defined below) we receive from you, we therefore have set up blogs and chat rooms for providing better Services and/or to receive your feedback. However, we do not have control or are responsible for any such Feedback or the Personal Information which you make available through these chat rooms or the Application. We encourage you to be careful about what Personal Information you disclose in this way.

Subject to any applicable law, any communication sent by you through the Application or through the blogs or chat rooms or testimonials or otherwise on the Application to us (including without limitation contents, images, audio, feedback etc. collectively "Feedback") is on a non-confidential basis, and we are under no obligation to refrain from reproducing, publishing or otherwise using it in any way or for any purpose. You agree you will not assert any ownership right of any kind in the Feedback (including without limitation copyright, patent, trademark, unfair competition, moral rights, or implied contract) and you hereby irrevocably waive the right to receive any financial or other consideration in connection with the Feedback, including without limitation acknowledgment of you as the source of the Feedback. Your submission of any Feedback shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Feedback. For this reason, we ask you to not send us any Feedback that you do not wish to assign to us, including any confidential information, Personal Information or any original creative materials. You shall be responsible for the content and information contained in any Feedback sent by you to the Application or otherwise to us, including without limitation for its truthfulness and accuracy.

In the event, you participate in any interactive features of the Application, participate in a survey, contest, promotion, sweepstakes, activity or event, request customer support, communicate with us via third party social media sites or otherwise communicate with us, we collect the data you submit for such participation and/or support, which may also include Personal Information. We would use such data, as per the terms of this Privacy Policy.

ACCESSING AND MODIFYING PERSONAL INFORMATION

In case you need to access, remove, review, edit, and/or make changes to the Personal Information that you have provided to us, you may do so by clicking on the 'edit' option provided in the User Profile settings tab. You can make changes in your User Profile at any time by accessing the Application settings. You understand that the Company shall not verify or authenticate the information, or any changes made to the Personal Information made by you and therefore you take entire responsibility of such information and/ or changes. You confirm that such changes shall be in accordance with the terms and conditions of this Privacy Policy.

You can delete your User Profile any time, in such an event, we would not be required to provide you the Services. If you want to delete your User Profile at any time (including if you want to revoke your consent to our use of your information) you have to send an email requesting to delete your User Profile. Upon which we will delete your User Profile within the next two working days. You will receive a confirmation email. You understand that if you only delete our Services from your device without using our "in-app delete my account feature", your information may be stored with us for a longer period. When you delete the Application, the Personal information so stored will be deleted from our servers, and information shall be stored and retained only for archival and legal purposes.

THIRD PARTY LINKS

We may have links to other websites/ Apps of the Company or of third parties or you are referred to our Application through a link from another website /apps. We shall not be responsible for the privacy policies and practices of such websites /applications. The content is subject to their terms of use and any additional guidelines and privacy information provided in relation to that use on their website / applications. If you use our Services with such third- party links we may receive information about you

We recommend that you check the policy of each website / apps you visit to better understand your rights and obligations, especially when you are submitting any type of content to those third-party websites. Please contact the owner or administrator or operator of such websites / apps if you have any concerns or questions.

INDEMNIFICATION

In addition to the indemnification commitment provided in Terms of Use, you agree to indemnify us and hold us harmless from and against any claims arising out of or relating to: (i) Personal Information and contents that you submit or share for the Services (ii) Your violation of any rights of any other person in connection with the Application (iii) Your use of the Application or its features (iv) Your violation of any applicable laws and privacy protection regulations in the country from where you are accessing the Site.

INDEMNIFICATION

All rights not expressly granted in this Privacy Policy are reserved by the Company. Nothing contained in this Privacy Policy shall be construed as conferring by implication, estoppels or otherwise any license or right under any copyright, patent, trademark or other intellectual property right of Company or any other person or to user.

RESERVATION OF RIGHTS

All rights not expressly granted in this Privacy Policy are reserved by the Company. Nothing contained in this Privacy Policy shall be construed as conferring by implication, estoppels or otherwise any license or right under any copyright, patent, trademark or other intellectual property right of Company or any other person or to user.

LIMITATION OF LIABILITY

Company will not be liable for any damages, direct or indirect, incidental or consequential, and all liabilities including for negligence, loss or damage such as loss of revenue, unavailability of system or loss of data and loss of your Personal Information and for use of or inability to use Services of any kind that is offered or to provide indemnity or any other remedy to you or any third party.

GOVERNING LAWS AND DISPUTES

Governing Laws: This Agreement shall be construed and governed by the laws of India without regard to principles of conflict of laws. The courts in Himachal Pradesh, India shall have an exclusive jurisdiction over any disputes arising under this policy.

Dispute Resolution: Any dispute arising, shall be submitted to the arbitration to be conducted in Himachal Pradesh, India in English language, in accordance with the rules and regulations of the Arbitration and Conciliation Act, 1996 (as amended from time to time), by a sole arbitrator, who shall be appointed by the Company and the award made in pursuance thereof shall be binding on the parties hereto. The dispute resolution and arbitration process mentioned in this Section will not prohibit Company from approaching the courts for appropriate interim reliefs.

CHANGES TO THIS POLICY

Amendments to this policy will be posted to this Application and will be effective when posted. Your continued use of this Application following the posting of any amendment, modification, or change shall constitute your acceptance of the amendment. We request you to check this Privacy Policy on a periodic basis to ascertain if any additional considerations are involved with regard to your Personal Information.

CONTACT US

If you have questions, feedback or concerns or grievances regarding this Privacy Policy, you can contact us, or if you wish to make a complaint, please contact us at contact@krishk.in. If you want to report any abuse, infringement please contact us at contact@krishk.in.

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