

KUMAONKHAND AGRO INNOVATIONS AND HOSPITALITY PRIVATE LIMITED

CIN: U01100UR2021PTC013220

email: kumaonkhand@gmail.com website: www.kumaonkhand.com #8104777322



KUMAONKHAND TERMS OF USE

1. INTRODUCTION

1.1. This website, i.e. <https://www.kumaonkhand.com/> (“Platform”) is operated by KumaonKhand Agro Innovations and Hospitality Private Limited, a company incorporated and existing under the Companies Act, 2013 and having its registered office at C/o Puspa Devri, Devri Niwas, Tiwarikhan Kasarde Village, P.O. Dinapani Almora Almora UR 263601 IN (hereinafter referred as “Kumaon Khand” or “us” or “we” or “our”) for the purpose of selling hemp products manufactured by Kumaon Khand. These Terms (as defined below) were updated as on [•].

1.2. These terms of use (“Terms”) govern the terms of usage of our Platform (as defined hereinbelow). These Terms constitute an electronic document published in accordance with the provisions of the Information Technology Act, 2000 (“Act”) and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 (“Rules”), as amended from time to time.

1.3. These Terms are applicable for the Platform.

2. GENERAL

You can determine when these Terms were last revised by referring to the date at the top of these Terms. Kumaon Khand reserves the right to make any changes to these Terms at its sole discretion, subject to the Act and the Rules and it is your duty to periodically check the Terms for any such updates. By accessing the Platform, you agree that you are using the Platform solely at your discretion and in no way did Kumaon Khand induce or invite or solicit you to visit our Platform. You should not modify or edit or alter or use any content from the Platform in any manner to hamper the position of Kumaon Khand.

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3. ELIGIBILITY AND CONSENT

3.1. By accessing the Platform, the user(s), or the parent or legal guardian of the user(s) who are Minors (as defined below), as the case may be (“User” or “Users” or “you” or “yours”), acknowledge that they have read, understood and agree to these Terms.

3.2. If the Users are minors, i.e. under the age of 18 (eighteen) years (“Minors”), such Minors must use the Platform under the supervision of a parent or a legal guardian who agree to be bound by the Terms.

3.3. It is clarified that all references to “he”, “his”, “him” and “himself”, in the context of the User, shall be deemed to include references to Users of the opposite gender as well as Users who are legal or non-natural entities.

4. USE OF PLATFORM

4.1. Subject to your acceptance of these Terms, we grant you a limited, revocable, personal, non-exclusive, non-transferable license to use the Platform, which allows you to access and use the Platform on mobile, tablets and desktop device (“Devices”) that you own or control. You may use the Platform on the Devices solely for your own personal and non-commercial use.

4.2. Platform:

4.2.1. The Platform shall be best viewed on the latest version of Google Chrome, Firefox, Safari, Microsoft and are accessible on the Devices.

4.2.2. The Platform is best accessed from the following operating systems, (a) Windows XP or above, (b) MAC OS 10.2 or above.

4.3. The contents of the Platform are best viewed with the latest version of Adobe Flash Player. The Platform is compatible only with the above-mentioned software’s or programmes. Kumaon Khand shall not be obligated, at any point of time, to provide workable service for

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any Devices that are not recognized by Kumaon Khand or those instruments that may be purchased from any third-party which are not compatible with the Platform.

4.4. Further, Kumaon Khand reserves the right to upgrade its Platform from time to time to provide its service in the best possible manner.

4.5. Third-Party Links:

4.5.1. The Platform may contain links to websites offered by third parties (“Third-Party Sites”). We don’t control or promote Third-Party Sites. Your use of any Third-Party Sites is entirely at your own risk and we are not responsible for any of the consequences faced by you for using these Third-Party Sites. We are not responsible for the practices employed by any websites or service linked to or from our Platform, including the information or content contained within them. Kumaon Khand does not make any representations concerning the privacy practices or policies or terms of use of such Third-Party Sites, nor does it control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, promotional advertisements or other materials available on such Third-Party Sites. The inclusion or exclusion does not imply any endorsement by Kumaon Khand of the Third-Party Sites, the Third-Party Sites’ provider, or the information on such Third-Party Sites.

4.5.2. Our Platform may contain third-party content which may have opinions and views from the person. Kumaon Khand shall not be responsible for such opinions or any claims resulting from them. Such contents from the third-party have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third-party. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third-party shall continue to vest with such party and you agree and acknowledge that Kumaon Khand shall not be liable and in no way be held responsible for any claims arising therefrom.

4.5.3. You hereby agree that Kumaon Khand has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Platform as it deems fit at any time without notice. Kumaon Khand makes no commitment, express or implied, to maintain or continue any aspect of the Platform. You agree that Kumaon Khand shall not be liable to you or any third-party for any modification, suspension or discontinuance of the Platform.

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4.6. Your Account:

4.6.1. The User will have to register with Kumaon Khand in order to access certain services or areas of the Platform. With respect to any such registration, we may refuse to grant to you the User-name you request. Your User name and password are for your personal use only.

4.6.2. It shall be the sole responsibility of the User to maintain the confidentiality of their account, password, and to prevent unauthorized access.

4.6.3. In furtherance to the foregoing, any User who wishes to modify the details of his/her account can do so by clicking on the 'Your Account' section on the Platform.

4.6.4. Lastly, the User acknowledges that they are using their account only for the purpose of placing orders of the products listed on our Platform.

5. MODE OF PAYMENT

5.1. Payment for the products available on the Platform may be made by availing any of the following options ("Payment Methods"):

5.1.1. Payments can be made by Credit Card/Debit Card/UPI/Razorpay.

5.1.2. Cash on delivery option is available for any products available on the Platform

5.2. The User understands that the User may incur certain fees or charges on such payment methods.

5.3. Kumaon Khand processes certain payments through trusted and secured third party payment gateways to ensure safety of the transaction, such as Razorpay. The Company does not store any information of the Users for the payments made through Razorpay.

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5.4. While availing any of the Payment Methods on the Platform, we will not be responsible, whatsoever in any respect of any loss or damage arising to you directly or indirectly due to:

5.4.1. Lack of authorization for any transaction; or

5.4.2. Any payment issues arising out of the transactions; or

5.4.3. Decline of transaction for any other reasons.

5.5. The mere use of payment facility shall not render Kumaon Khand liable for the non – delivery, non – payment, damage, breach of representations and warranties, or fraud as regards to the products listed on Platform. However, if your loss has been caused by any reason mentioned in the Return and Exchange Policy (as defined hereinbelow), refund shall be generated accordingly.

5.6. The User accepts and agrees that the payment facility provided by Kumaon Khand is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online payment facility.

6. TRANSACTIONS

6.1. User Transactions

6.1.1. If you wish to purchase any product manufactured by Kumaon Khand made available through the Platform i.e. (each such purchase, a “Transaction”), you may be asked to supply certain information relevant to your Transaction including but not limited to, your payment details (such as your payment card number and expiration date), billing address, and shipping information.

6.1.2. By submitting such information, you grant to Kumaon Khand the right to provide such information to third parties for purposes of facilitating the completion of Transaction

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initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

6.1.3. All descriptions, images, references, features, content, specifications, products and prices of products and services described or depicted on the Platform are subject to change at any time without notice.

6.1.4. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only.

6.1.5. The inclusion of any products on the Platform does not imply or warrant that these products will be available in stock at all times for purchase.

6.1.6. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any product purchased from our Platform. By placing an order, you represent that the products ordered will be used only in a lawful manner.

6.1.7. Kumaon Khand reserves the right, with or without prior notice, to do any one or more of the following:

- i. limit the available quantity of or discontinue any product;
- ii. impose conditions on the honouring of any coupon, coupon code, promotional code, or other similar promotion;
- iii. bar any User from making or completing any or all Transaction(s); and
- iv. refuse to provide any User with any product.

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6.1.8. You agree to pay all charges that may be incurred by you or on your behalf through the Platform, at the price(s) in effect when such charges are incurred including but not limited to all shipping and handling charges, taxes.

6.1.9. Kumaon Khand or our agents may call or message regarding your account or Transaction(s). You agree that we may place such calls or messages using an automatic dialling/announcing device. You agree that we may make such calls or messages to a mobile or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us through our customer service facility.

6.2. Limitations on quantity

6.2.1. Kumaon Khand does not offer additional discounts on large orders of a single product or multiple products at all times. In addition, we reserve the right to limit quantities on orders placed by the same account, on orders placed by the same method of payment, and on orders that use the same billing or shipping address. We will notify you if such limits are applied. Kumaon Khand reserves the right to prohibit purchases of any products to resellers. Resellers are defined as a company or an individual that purchases goods with the intention of selling them rather than using them.

6.3. Colours

6.3.1. Kumaon Khand strives to display as accurately as possible the colours of the products shown on the Platform; however, Kumaon Khand cannot and does not guarantee that your monitor's display of any colour will be accurate.

6.4. Availability, Errors & Inaccuracies

6.4.1. Kumaon Khand's acknowledgement of an order means that your order request has been received; it does not mean that your order has been accepted or shipped or that the price or availability of a product has been confirmed. Kumaon Khand makes a conscientious effort to describe and display its products accurately on the Platform. Despite these efforts, a small number of products on the Platform may be mispriced, described inaccurately or unavailable, and we may experience delays in updating information on the Platform and in our advertising

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on other sites. As a result, we cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability.

6.4.2. Kumaon Khand, reserve the right to change or update information and to correct errors, inaccuracies or omissions at any time without prior notice. We apologize for any inconvenience. If we determine that there were inaccuracies in our product information, we will cancel your order and notify you of such cancellation via email.

6.5. Healthcare Information

THE INFORMATION CONTAINED IN THE PRODUCTS ASSURING ANY HEALTH BENEFIT IS INTENDED FOR EDUCATIONAL PURPOSES ONLY. IT IS NOT INTENDED AS MEDICAL ADVICE FOR INDIVIDUAL CONDITIONS OR TREATMENT, IT IS NOT A SUBSTITUTE FOR A MEDICAL EXAM, AND IT DOES NOT REPLACE THE NEED FOR SERVICES PROVIDED BY MEDICAL PROFESSIONALS. TALK TO YOUR DOCTOR BEFORE TAKING ANY PRODUCTS. ONLY YOUR DOCTOR CAN PROVIDE YOU WITH ADVICE ON WHAT IS SAFE AND EFFECTIVE FOR YOU.

6.6. Rules for Promotions

6.6.1. Any sweepstakes, contests, raffles, or other promotions (collectively, "Promotions") made available through the Platform may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for any Promotion is in conflict with these Terms, the Promotion's rules will apply.

6.7. Text Messages

6.7.1. Your carrier's standard message rates will apply to your entry or submission message, Kumaon Khand's confirmation, and all subsequent text messages. Other charges may apply. All charges are billed by and payable to your mobile service provider.

6.7.2. Kumaon Khand will not be liable for any delays in the receipt of any text messages. Delivery is subject to effective transmission from your network operator.

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6.7.3. Data obtained from you in connection with this text messaging service may include your mobile phone number, your carrier's name, and the date time and content of your messages and other information you provide to Kumaon Khand as part of this service. Kumaon Khand may use this information to contact you and provide products you request from Kumaon Khand. Kumaon Khand may also use this information as described in the subscription list you've enrolled in. Kumaon Khand may use an automatic dialling system to deliver text messages to you.

7. RETURN AND EXCHANGE

7.1. If you are not fully satisfied with your purchase of products sold by Kumaon Khand, you may return it in accordance with "Return and Exchange Policy".

7.2. Kumaon Khand provides refund on products in accordance with its Return and Exchange Policy.

7.3. User can access the Return and Exchange Policy available at the Platform.

8. CANCELLATION

8.1. You can cancel your order at any time without any cost before the product is dispatched. Please note that there may be a delay between the product's dispatch and the delivery of dispatch confirmation e-mail to you. Kumaon Khand decision shall be final regarding the question of whether any ordered product has been dispatched prior to the cancellation of your order.

9. CONTENT

Kumaon Khand provides content on its Platform which may be produced by us or by third-party. We are in no manner responsible to you for the accuracy, legitimacy and trueness of the information so hosted. We take reasonable care to ensure such accuracy but we are not

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responsible for the information so furnished. You agree to not hold us liable for the falsification of any such provided information.

10. PRICING INFORMATION

10.1. Kumaon Khand strives to provide accurate and correct information at all times. However, sometimes errors may occur.

10.2. Kumaon Khand can only confirm the actual price of the order once the order is placed.

10.3. Notwithstanding Clause 8 (Cancellation), we hold the right to cancel your order if the price of the product and/or product information is inaccurately listed due to some technical error. However, this Clause 10.3 would not apply in case the order has already been delivered.

10.4. In the event, where the price of the product and/or product information has been wrongly listed, Kumaon Khand will first contact you for instructions and only upon your explicit instruction to process the order, will Kumaon Khand deliver the order. In all other cases such an order shall be deemed to be not received.

10.5. Further, if we cancel the order and the payment for such order has already been made then such amount will be credited back to the source subject to the Return and Refund Policy of the Company.

10.6. Upon our sole discretion we may cease or discontinue listing a product on our Platform. Further, we may also change the price and/or any other information about the product. Any such change may not be notified or intimated to you.

11. CHAT FUNCTION

11.1. We provide chat functionality to our Users, wherein the User can direct their queries to us via our WhatsApp business number.

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11.2. We generally reply to the said query within 24 (twenty-four) hours. However, delays may occur.

11.3. Any use of the chat functionality shall be subject to the following conditions:

11.3.1. We may suspend the chat functionality without any prior notice.

11.3.2. We or our executives are not responsible for any delay caused in replying to the queries via chat functionality.

11.3.3. While using the chat functionality, you may not communicate anything threatening, unlawful, defamatory, obscene information or anything which may be in breach of the Terms.

11.3.4. The chat room shall not be used for any forms of solicitation.

11.3.5. You may chat with our customer care executive only if you agree to the said Terms.

12. MISCELLANEOUS

12.1. Risk of loss

Except as otherwise set forth herein, the risk of loss for and title to products purchased on the Platform passes to the purchaser upon delivery by the carrier.

12.1. Intellectual Property (“IP”) infringement notice

12.1.1. Kumaon Khand’s policy is to respond to notices of alleged infringement that comply with the applicable Indian laws. Copyright-infringing materials found on the Platform can be identified and removed via our process listed below, and you agree to comply with such

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process in the event you are involved in any claim of copyright infringement to which the applicable Indian laws may apply.

12.1.2. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide Kumaon Khand' copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Kumaon Khand that your copyrighted material has been infringed. Kumaon Khand does not and will not make any legal decisions about the validity of your claim of infringement or the possible defences to a claim. When a clear and valid notice is received pursuant to the guidelines set forth below, Kumaon Khand will respond by either taking down the allegedly infringing content or blocking access to it.

12.1.3. Any IP infringement notice must:

- i. Identify specifically the copyrighted work(s) believed to have been infringed (for example, "My copyrighted work is the picture that appears at [list location where material is located].");
- ii. Identify the content that a copyright owner claims is infringing upon copyrighted work. The copyright owner must provide information reasonably sufficient to enable us to locate the product on the Platform. The copyright owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;
- iii. Provide information sufficient to permit us to contact the copyright owner directly: name, street address, telephone number, and email (if available);
- iv. If available, provide information sufficient to permit us to notify the alleged infringer (email address preferred);
- v. Be signed; and
- vi. Be sent to our designated agent at the following address:

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Email: kumaokhand@gmail.com

12.2. Jurisdictional Issues

12.2.1. The Platform are controlled and operated by Kumaon Khand from Uttarakhand, and is not intended to subject Kumaon Khand to the laws or jurisdiction of any state, country or territory other than that of India. In choosing to access the Platform, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Platform availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

13. INTELLECTUAL PROPERTY

Unless otherwise specifically mentioned in these Terms, in addition to the content, all of the content available through the Platform (including the right to sue for passing off, design rights, reports, data, databases, tools, code, photographs, pictures, video, interfaces, web-pages, designs, text, graphics, images, information, software (“Software”), audio, User content and other media files, their selection and arrangement, materials and all other intellectual property rights) are owned by us or respective third-party or licensed to us by a third-party (“Our Content”). You acknowledge and accept that you are expressly prohibited from using Our Content except where we grant you a limited license to use Our Content in connection with the Platform. Our name and logo ‘Kumaon Khand.’ is our trademark/service mark. To the extent that there are trademarks, service marks and/or logos from other organisations on our Platform, they are the trademarks, service marks and logos of those respective organisations. You are granted no general right or commercial license with respect to our trademarks, service marks, and logos or of the trademarks, service marks or logos of those other organisations.

14. DELETING YOUR ACCOUNT

14.1. Kumaon Khand reserves the right to delete your account in case you are found in violation of the Terms.

14.2. Kumaon Khand will not be responsible for any losses arising out of such termination of account.

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15. CONDUCT OF THE USERS

15.1. You hereby agree, undertake and covenant that, during the use of the Platform, you shall not host, display, upload, modify, publish, transmit, update or share any information that:

15.1.1. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, including bodily privacy, insulting or harassing on basis of gender, libellous, hateful or racially or ethnically objectionable, disparaging or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever under the laws of India;

15.1.2. infringes any patent, trademark, copyright or other proprietary rights;

15.1.3. violates any law for the time being in force;

15.1.4. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;

15.1.5. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;

15.1.6. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; and

15.1.7. provides instructional information about illegal activities such as making or buying illegal weapons or any other objects, violating someone's privacy, or providing or creating computer viruses;

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15.1.8. engages in commercial activities without Kumaon Khand's prior written consent such as engages in contests, sweepstakes, barter, advertising etc.;

15.1.9. interferes with another Users use and enjoyment of the Platform;

15.1.10. You may not decompile, reverse engineer, or disassemble the contents of the Platform or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform or remove any copyright, trademark registration, or other proprietary notices from the contents of the Platform.

15.1.11. You will not (a) use the Platform for commercial purposes of any kind, or (b) advertise or sell domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Platform in any way that is unlawful, or harms Kumaon Khand or any of their Representatives. (as defined below)

16. CONFIDENTIALITY

As elaborated under the Privacy Policy, Kumaon Khand will keep all confidential information confidential, including your personal information, and shall not disclose it to anyone except as provided in the Terms and required by law, and shall ensure that such confidential information is protected with security measures and a degree of care that it would apply to its own confidential information. Kumaon Khand acknowledges that its employees, directors, agents and contractors ("Representatives") shall use the confidential information only for the intended purpose for which it is provided. Kumaon Khand shall use all reasonable endeavours to ensure that its Representatives acknowledge and comply with the provisions of these Terms of confidentiality.

17. PROPRIETARY RIGHTS

The Platform are protected by copyright laws as well as other intellectual property laws as applicable. Kumaon Khand and its licensors shall retain ownership in and to the Platform and to all related intellectual property rights, including without limitation copyrights, trademarks, trade names, database rights and patents. You are granted only a limited right to use the

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Platform subject to these Terms and no intellectual property rights are or will be deemed to be transferred or licensed or assigned to you except as contemplated herein.

18. PRIVACY POLICY

The Users agree that they have read through the privacy policy (“Privacy Policy”) that is provided on the Platform and have understood and agreed to the terms incorporated therein. The Users consent to the use of their personal and non-personal information by Kumaon Khand in accordance with the terms of as set forth in the Privacy Policy.

19. INDEMNIFICATION

You agree to indemnify and hold harmless Kumaon Khand, its owners, licensors, suppliers, affiliates, subsidiaries, group companies (as applicable) and their Representatives, from any claims, suits, proceedings, disputes, demands, liabilities, damages, loss, costs, demand, or actions including reasonable attorneys' fees, made by any third-party or penalty imposed due to or arising out of the User's breach of these Terms, Privacy Policy and other policies, or the User's violation of any law, rules or regulations or the rights (including infringement of any intellectual property rights) of a third-party.

20. FEEDBACK AND SURVEYS

Any feedback you provide on the Platform regarding the listed products, through any surveys undertaken by us shall be deemed to be non-confidential. The Platform shall be free to use such non-confidential information on an unrestricted basis. Further, by submitting your feedback and survey data, you represent and warrant that (i) your feedback and survey data does not contain confidential or proprietary information of you or of third parties; (ii) Kumaon Khand is not under any obligation of confidentiality, express or implied, with respect to the feedback and survey data; and (iv) you are not entitled to any compensation or reimbursement of any kind from Kumaon Khand for the feedback or survey data under any circumstances, unless specified.

21. ASSIGNMENT

**Registered office: C/o Pusp Devri, Devri Niwas, Tiwarikhan Kasarde Village, P.O.
Dinapani Almora Almora UR 263601 IN**

**KUMAONKHAND AGRO INNOVATIONS AND HOSPITALITY
PRIVATE LIMITED**

CIN: U01100UR2021PTC013220

email: kumaonkhand@gmail.com website: www.kumaonkhand.com #8104777322

Kumaon Khand reserves the right, at its own discretion, to freely assign and transfer the rights and obligations under these Terms to any third-party.

22. TERMINATION

22.1. These Terms are effective unless and until terminated by either you or Kumaon Khand.

22.2. You may terminate the Terms at any time, provided that you discontinue any further use of the Platform. Kumaon Khand may terminate the Terms at any time and may do so without any prior notice.

23. DISCLAIMER OF WARRANTIES

THE SERVICE AND ALL INFORMATION, CONTENT, MATERIALS ON OR OTHERWISE MADE AVAILABLE TO THE USER THROUGH THE PLATFORM ARE PROVIDED BY KUMAON KHAND ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. KUMAON KHAND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE, THE ACCURACY OR COMPLETENESS OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION. KUMAON KHAND SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENT OR INFORMATION. THE USER EXPRESSLY AGREES THAT THE USE OF THE SERVICE IS AT THE USER'S SOLE RISK. KUMAON KHAND WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PLATFORM OR THE CONTENTS INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, KUMAON KHAND DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PLATFORM AND ITS CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

24. LIMITATION OF LIABILITY

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IN NO EVENT SHALL KUMAON KHAND, OR ITS REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USER'S ACCESS TO AND USE OF THE PLATFORM; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SECURE SERVERS AND/OR ANY AND ALL PERSONAL AND/OR BUSINESS AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD-PARTY; AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT KUMAON KHAND IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, THE MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR EQUITY) OF KUMAON KHAND VIS-À-VIS ANY EMPLOYER, REGARDLESS OF THE FORM OF CLAIM, SHALL BE LIMITED TO THE AGGREGATE OF ANY FEES/AMOUNT PAID BY THE USER TO KUMAON KHAND. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

25. SEVERABILITY AND WAIVER

These Terms, the Privacy Policy and other referenced material herein or on the Platform, are the entire agreement between you and Kumaon Khand with respect to the Platform as entailed herein, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Kumaon Khand with respect to the service and govern the future relationship. If any provision of the Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

26. JURISDICTION

**Registered office: C/o Puspā Devri, Devri Niwas, Tiwarikhan Kasarde Village, P.O.
Dinapani Almora Almora UR 263601 IN**

**KUMAONKHAND AGRO INNOVATIONS AND HOSPITALITY
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CIN: U01100UR2021PTC013220

email: kumaonkhand@gmail.com website: www.kumaonkhand.com #8104777322

These Terms shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall exclusively be in Uttarakhand, India. In the event of any dispute arising out of these Terms the same shall be settled by a binding arbitration conducted by a sole arbitrator, appointed jointly by both parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Uttarakhand, India and the language used shall be English

27. GRIEVANCE REDRESSAL

27.1. Pursuant to the Consumer Protection (Direct Selling) Rules, 2021 and the Consumer Protection (E-Commerce) Rules, 2020 the Company shall acknowledge the User complaint within 48 (fourty-eight) hours of receiving such complaint and shall on a best effort basis resolve the User grievance within 1 (one) month of receiving such complaint. However, due to unforeseen circumstances such timelines may extend. The User can track the status of complaint with the ticket number generated at the time of lodging such complaint.

27.2. In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Pavitra Joshi

Contact: +91 8104777322

Email ID: kumaonkhand@gmail.com