

Platform Terms & Conditions

*This document is an electronic record in terms of the Information Technology Act, 2000 and Rules made thereunder and other applicable law as amended from time to time. 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 for access or usage of 'https://tonaroom.com' website; and 'Pinterra' applications for mobile and handheld devices (collectively called the "**Platform**").*

Please read these Platform Terms & Conditions (hereinafter referred to as "**Platform Terms**") carefully before accessing or using the Platform. You agree to be bound by the terms described herein. If you do not agree to these terms, please do not use the Platform. Using the Platform will be considered as a deemed acceptance of these Platform Terms. This agreement does not require a physical/digital signature. This agreement shall not be invalidated solely on the ground that it is not physically signed.

For the purpose of these Terms, wherever the context so requires "you" or "User" shall mean any natural or legal person who accesses the Platform, whether or not such person registers with the Platform.

Any term not defined herein shall have the meaning ascribed to it in the Terms of Service.

Content & Purpose

The Platform is owned and operated by Pinterra Agritech Private Limited, company incorporated in India with its primary place of business at 110, KIADB II phase Industrial estate, Near Shyanamangala Village, Ramnagar Taluk, Bidadi Bangalore Rural KA 562109 IN ("**Pinterra**" or "**we**" or "**us**" or "**our**").

These Platform Terms govern your access to and usage of our Platform and how you can exercise your rights in relation to the access to and usage of our Platform.

Ownership

Pinterra owns all rights, title and interest in and to the Platform and the Services, including intellectual property rights to the Reports generated by the Platform based on the information you provide. The Services may contain information which is designated confidential by the Company and you shall not disclose such information without the Company's prior written consent. The Company grants you a limited, non-transferable, revocable, non-sublicensable and non-exclusive license to access and make personal use of the Platform and the Services. This license does not confer any right to download, copy, create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub-license, grant a security interest in or otherwise transfer any right in the Platform. Nonetheless, you may, for personal use, download or make copies of the Reports generated by the Platform based on the information you provide.

You do not have the right to use any of the Company's trade names, trademarks, patents, service marks, logos, domain names, and other distinctive brand features. You do not have the right to remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the Services, or affixed to or contained within the Reports generated by the Platform based on the information you provide.

Use of the Platform

Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform. Only individuals who are 18 years of age or older may use the Platform and avail Services. If you are under 18 years of age and you wish to download, install, access or use the Platform, your parents or legal guardian must acknowledge and agree to these Platform Terms, User Terms, and Privacy Policy. Should your parents or legal guardian fail to agree or acknowledge to these, you shall immediately discontinue its use.

If you choose to use the Platform, it shall be your responsibility to treat your user identification code, password and any other piece of information that we may provide, as part of our security procedures, as confidential and not disclose the same to any person or entity other than us. We shall at times and at our sole discretion reserve the right to disable any user identification code or password if you have failed to comply with any of the provisions of these Platform Terms. The

Company shall adhere to best industry practices including information security, data protection and privacy law and your sensitive information, personally identifiable information, including your Trade Books provided by you shall not be stored.

We have complied with applicable laws of India in making the Platform and its content available to you. In the event the Platform is accessed from outside India or outside our delivery zones, it shall be entirely at your risk. We make no representation that the Platform and its contents are available or otherwise suitable for use outside select cities. If you choose to access or use the Platform from or in locations outside select cities, you do so on your own and shall be responsible for the consequences and ensuring compliance of applicable laws, regulations, byelaws, licenses, registrations, permits, authorizations, rules and guidelines.

It is your responsibility to verify that all transactions and Service(s) received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of Platform at your sole option, discretion and risk, and you are solely responsible for ascertaining whether it is legal in your jurisdiction and/or place of residence.

You shall at all times be responsible for the use of the Platform through your computer or mobile device and for bringing these Platform Terms and other Pinterra policies to the attention of all such persons accessing the Platform on your computer or mobile device. You understand and agree that the use of the Platform does not include the provision of a computer or mobile device or other necessary equipment to access it. You also understand and acknowledge that the use of the Platform requires internet connectivity and telecommunication links. You shall bear the costs incurred to access and use the Platform and avail the Services, and we shall not, under any circumstances whatsoever, be responsible or liable for such costs.

You agree, undertake and confirm that your use of Platform shall be strictly governed by the following binding principles:

- A. You shall not host, display, upload, download, modify, publish, transmit, update or share any information which:
- belongs to another person and which you do not have any right to;
 - is misleading or misrepresentative in any way;

- is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing of another person including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
- promotes an illegal or unauthorized copy of another person's copyrighted work (see "copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- tries to gain unauthorized access or exceeds the scope of authorized access to the Platform;
- interferes with another user's use and enjoyment of the Platform or any third party's user and enjoyment of similar services;
- refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Platform Terms;
- harm minors in any way;
- infringes any patent, trademark, copyright or other intellectual property rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- violates any law for the time being in force;

- deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - impersonate another person;
 - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 - 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 criminal offence or prevents investigation of any offence or is insulting any other nation;
 - is false, inaccurate or misleading;
 - directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force; or
 - creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.
- B. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve our right to prohibit any such activity.
- C. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, "password mining" or any other illegitimate means.
- D. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Platform, including any account on the Platform

not owned by you, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.

- E. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us including the name 'Pinterra', or otherwise engage in any conduct or action that might tarnish the image or reputation, of Pinterra or otherwise tarnish or dilute any of Pinterra's trade or service marks, trade name and/or goodwill associated with such trade or service marks, as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Pinterra's systems or networks, or any systems or networks connected to Pinterra.
- F. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
- G. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Platform or any service offered on or through the Platform. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- H. You may not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these Platform Terms, or to solicit the performance of any illegal activity or other activity that infringes the rights of Pinterra and/or others.
- I. You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of (a) the Information Technology Act, 2000 and the rules thereunder; (b) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (c) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to goods & services tax, income tax, custom duty, local levies) regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of products or services.

You shall not engage in any transaction which is prohibited by the provisions of any applicable law and regulations for the time being in force in India.

- J. You undertake to provide true, accurate, current and complete information. If you provide any information that is untrue, inaccurate, not updated or incomplete (or becomes untrue, inaccurate, not updated or incomplete), or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not updated or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof) or Services in connection thereto.
- K. In order to allow us to use the information supplied by you, without violating your rights or any laws, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your information. We will only use your information in accordance with these Platform Terms and Privacy Policy applicable to use of the Platform.
- L. Pinterra shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services), hacking, pen testing attempts without our prior consent or a mutual legal agreement.

You agree to indemnify and hold the Company (including its officers, directors, executives, employees, agents, representatives, affiliates, service providers) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of these Platform Terms, your violation of any law or the rights of a third party, or your use of the Platform.

Access to the Platform, Accuracy and security

We endeavour to make the Platform available seamlessly at all times. However, we do not represent that access to the Platform will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected. We do not warrant that the

Platform will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the Platform or your obtaining any material from, or as a result of using, the Platform. We shall also not be liable for the actions of third parties. We do not represent or warranty that the information available on the Platform will be correct, accurate or otherwise reliable. We reserve the right to suspend or withdraw access to the Platform to you personally, or to all users temporarily or permanently at any time without notice. We may any time at our sole discretion reinstate suspended users. A suspended User may not register or attempt to register with us or use the Platform in any manner whatsoever until such time that such user is reinstated by us.

Access on mobile / handheld devices

In the event the Platform is accessed on a mobile device, it is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an "Operator"). Your download, installation, access to or use of the Platform is also bound by the terms and conditions of the Operator. You and we acknowledge that these Terms are concluded between you and Pinterra only, and not with an Operator, and we, not those Operators, are solely responsible for the Platform and the content thereof to the extent specified in these Terms. The license granted to you for the Platform is limited to a non-transferable license to use the Platform on a mobile device that you own or control and as permitted by these Platform Terms. We are solely responsible for providing any maintenance and support services with respect to the Platform as required under applicable law. You and we acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform. You and we acknowledge that we, not the relevant Operator, are responsible for addressing any claims of you or any third party relating to the Platform or your possession and/or use of the Platform, including, but not limited to: (i) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation. You and we acknowledge that, in the event of any third-party claim that the Platform or your possession and use of the Platform infringes that third party's intellectual property rights, we, not the relevant Operator, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim. You must comply with any applicable third party terms of agreement when using the Platform (e.g. you must ensure that your use of the Platform is not in

violation of your mobile device agreement or any wireless data service agreement). You and we acknowledge and agree that the relevant Operator, and that Operator's subsidiaries, are third party beneficiaries of these Platform Terms, and that, upon your acceptance of these Platform Terms, that Operator will have the right (and will be deemed to have accepted the right) to enforce these Platform Terms against you as a third-party beneficiary thereof.

Disclaimers and limitation of liability

Information, services, names, pictures, advertisements, images and contents are provided “as is” on this Website / Application. Pinterra expressly disclaims all and any kind of warranties, whether express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Prior to using the information provided on this Platform, you may satisfy yourself that the same suits your individual requirements.

Pinterra uses information voluntarily provided by users to optimize their experience on our Platform, whether to provide personalized elements on the site, or to prepare a better future content base in the interests of our users. However, the information contained on this Platform is not intended to be, and should not be treated as legal or professional advice. “Pinterra” is a registered trademark. All other trademarks, company names or logos, and product names referred to in this Platform remain the property of their respective owners.

In no event shall Pinterra (including its officers, directors, executives, employees, agents, representatives, affiliates, service providers) be responsible to any person or entity for any loss or damage, whether direct, indirect, incidental, consequential or otherwise, arising out of access or use or dissemination of information contained on this Platform, including, but not limited to, loss of profits, data, or damage to the user’s computer systems. The information, contents, names, images, etc. may be changed, updated, modified and/or improved from time to time without any notice.

Pinterra shall make all reasonable attempts to eliminate and exclude viruses from this Website / Application. However, Pinterra does not ensure or accept any liability in respect thereof. Parties using this Platform may take suitable precautions before downloading information.

The Platform may be under constant upgrades, and some functions and features may not be fully operational. Due to the vagaries that can occur in the electronic distribution of information and

due to the limitations inherent in providing information obtained from multiple sources, there may be delays, omissions, or inaccuracies in the content provided on the platform or delay or errors in functionality of the Platform. As a result, we do not represent that the information posted is correct in every case. You acknowledge that the Platform may provide you with information or content based on the data accessible by the Platform, which may include information provided by You, or information available in the public domain; the information or content provided to you may not take into factor data that is not accessible by or made available to the Platform. We expressly disclaim all liabilities that may arise as a consequence of any unauthorized use of credit/ debit cards. We make no warranty or representation regarding the timeliness, content, sequence, accuracy, effectiveness or completeness of any information or data furnished hereunder or that the information or data provided hereunder may be relied upon. We shall not be liable to you or anyone else for any losses or injury arising out of or relating to the information provided on the platform. In no event will we or our officers, directors, executives, employees, agents, representatives, affiliates, or service providers be liable to you or any third party for any decision made or action taken by your reliance on the content contained herein.

The Platform may provide links to other third-party websites. However, since the Company has no control over such third-party websites, you acknowledge and agree that the Company (including its officers, directors, executives, employees, agents, representatives, affiliates, service providers) is not responsible for the availability of such third party websites, and does not endorse and is not responsible or liable for any content, advertising, products or other materials and/or information on or available from such third party websites. You further acknowledge and agree that the Company (including its officers, directors, executives, employees, agents, representatives, affiliates, service providers) shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party websites.

Changes to these Platform Terms

We may revise/update these Platform Terms from time to time. The most current version of the Platform Terms will govern our processing of your data and will always be on the website. If we make any change to these Platform Terms that, in our sole discretion, is material, we will endeavour to notify you *via* prominent notice on the Platform or send an email to the email address associated with your account. To the extent permitted under the applicable law, by continuing to

access or use our Services after the changes become effective, you agree to be bound by the revised Platform Terms.

Communication

When you visit the Platform or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that the Company reserves the right to make your contact details available to partners and you may be contacted by the partners for information and for sales through email, telephone and/or SMS. You agree to receive promotional materials and/or special offers from the Company through emails or SMS.

The contact information for a notice to us by courier or mail is:

Pinterra Agritech Private Limited

Corporate Office:

110, KIADB II phase Industrial estate, Near Shyanamangala Village, Ramnagar Taluk, Bidadi
Bangalore Rural KA 562109 IN

Email ID: support@tonaroom.com

All notices shall be deemed delivered upon receipt.

Non-assignment

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person. However, the Company may assign its rights and duties under these Platform Terms without any such assignment being considered a change to the Platform Terms and without any notice to you

Severability

If any of these Platform Terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Platform Terms are intended to be effective, then to the extent and within the jurisdiction where that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Platform Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

Entire Agreement

These Platform Terms, our Privacy Policy, and any agreement entered into you for the sales of products / rendering of services are the entire and exclusive agreement between Pinterra and you, and these Platform Terms supersede and replace any prior agreements between Pinterra and you in this regard.

Governing law and dispute resolution

- A. These Platform Terms are subject to the laws of India. Any dispute, claim or controversy arising out of or relating to these Platform Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Platform or the Services (hereinafter collectively referred to as "Disputes") the parties shall attempt to settle the same amicably, through negotiation and consultation at such offices of the Company as the Company may designate.
- B. In the event the dispute is not resolved internally between the Parties after at least 30 (thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time or in case the Arbitration and Conciliation Act, 1996, is no longer in force, as per any law relating to arbitration in force at the time of such reference.
- C. The reference shall be made to a sole arbitrator appointed by the Company. The place of the arbitration shall be Bangalore, Karnataka. Subject to the above, any Dispute will be subject to the exclusive jurisdiction of Courts in Bangalore, Karnataka.

Surviving provisions

When the Platform Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply.