

Terms of Use

1. Preliminary Information

- 1.1 This domain name <https://allinontech.com> and its associated **sub-domains, web and mobile applications and all software-based services rendered through the domain or the applications** are all owned by the digital platform -- **ALLIN** (hereinafter referred to as '*ALLIN*'), which is a copyright of **ALL IN TECH LTD** (hereinafter referred to as '*ALLIN*'), a company registered in the England and Wales with registration number **14205711** and address at **20-22 Wenlock Road, London, England N1 7GU**.
- 1.2 These Terms constitute an agreement between you, the user, and ALLIN.
- 1.3 ALLIN is a digital technology services entity that operates a business to business services and transactions (the **ALLIN platform**) specifically for agricultural goods including, but not limited to, seeds, fertilisers, insecticides, pesticides as well as final agricultural produce, agricultural finance and insurance/reinsurance.
- 1.4 Based on internal research, third party information and information collected and aggregated from the platform, ALLIN also provides data-driven insights to individuals and third-party organisations (**under the name -- ALLIN INSIGHTS**).

The ALLIN platform and its insights have been collectively referred to as the **Services**.
- 1.5 Our Services and these Terms are in consonance with the Data Protection Act 2018 and all other applicable laws.
- 1.6 This document is an electronic record and this electronic record has been generated by a computer and does not require physical/digital signatures.

2. Applicability

- 2.1 Only individuals who have the ability to enter into contract, and have the necessary authorisations, legal power and authority may use the *ALLIN* Services. By accepting the Terms herein, you represent and warrant to us that you have the ability and the necessary power and authority to understand, and agree to these Terms.
- 2.2 The use of this website or *ALLIN* Services by you is governed by these Terms. In addition, there may be additional terms, agreements and obligations binding on you depending on the nature of your use of the Services. Specifically, the terms and conditions applicable to the sellers of goods and services on the *ALLIN* platform can be seen at our website <https://www.letsgoall.in>; <https://allinontech.com> and its associated sub-domains.

- 2.3 If you represent an entity/ organisation, or any other legal person, you confirm and represent that you have the necessary authority and authorisations to bind your entity/organisation to all terms applicable as a result of using any of the Services.

3. How to use our platform

ALLIN is a digital platform. As a platform, we do not control, modify or edit any communication between users. Therefore, in such cases, our liability is limited to those of an intermediary. While we do not control content on the *ALLIN* platform, you shall comply with these Terms, including any conditions set out on buyers and sellers on our platform (as applicable).

- 3.1 You may either look to receive or provide goods or services on our Platform (as a ‘user’). *ALLIN* does not provide any warranty or representation as to the quality, nature or efficacy of any products or services made available by the users. We look to display the information provided to us.
- 3.2 A listing provided on the Platform acts as an invitation of offer, and not an offer itself. All items for sale are entered on to the website directly by sellers. *ALLIN* may assist in creating the listing for the platform, however, it does not provide any assistance for placing a booking for any item.
- 3.3 Any transaction between the parties is commenced and concluded directly between them. *ALLIN* only provides the necessary infrastructure, financial, technical or otherwise to conclude these transactions.
- 3.4 *ALLIN* may with the support of a third party enable a user to make payments for goods/ services obtained or for the repayment of any outstanding dues. The third party payments service is solely being provided for the user’s convenience and the use of such service is solely between them and such third party payments provider.
- 3.5 By listing a product / service, or by agreeing to buy such product/ service, you agree and confirm that you have the necessary approvals, licences, clearances, or authorisations required to transact on our platforms.
- 3.6 *ALLIN* does not, in any way, control, influence, determine or otherwise involve itself in the offering and acceptance of the terms between entities providing goods or services on the *ALLIN* platform. *ALLIN* is not responsible for non-performance or breach of any or all of these terms. *ALLIN* does not have any responsibility to mediate between any persons who contract for sale of items or otherwise transact on this website.
- 3.7 You shall not host, display, upload, modify, publish, transmit, update or share any information that:
- (i) belongs to another person and to which you do not have the right to publish;
 - (ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially,

ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

- (iii) harm minors in any way;
- (iv) infringes any patent, trademark, copyright or other proprietary rights;
- (v) violates any law for the time being in force;
- (vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (vii) impersonates another person;
- (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
- (ix) 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 any other nation.

3.8 Please use caution when using the website. We encourage you to report any listing or any other behaviour that you believe is illegal or does not confirm with these Terms.

4. Security measures required to use our platform

- 4.1 The *ALLIN* platform/ Services may require you to open an account and complete registration. You may be required to register as a buyer or a seller. You may also be required to register separately to use other services provided by ALLIN. You are required to complete the registration by providing us with current, complete and accurate information as prompted by the registration form, including your name, email address, phone number, permanent account number, government issue identification, address, and relevant licences and registrations.
- 4.2 You will also be prompted to choose a password and a user name. You are solely responsible for ensuring the confidentiality of your password and account. You are also entirely responsible for any and all activities that occur under your account.
- 4.3 You also agree to ensure that only you or an authorized user designated by you shall use your account. Please also ensure that you have the relevant precautions and checks available to ensure device and network security in line with good industry practices. Please exit from the platform at the end of each session. Please use particular caution when accessing your profile from a public or shared computer or when using your account in a public space so that others are not able to view or record your password or other personal information.
- 4.4 You shall not use the Platform in any manner or take any action that may damage, disable, overburden, harm, potentially harm or impair any of ALLIN's servers, or the networks, computer systems/resources connected to any of ALLIN's servers, or interfere with any other person's use of this Platform. You shall not disrupt, place an

unreasonable burden or excessive loads on, interfere with, or make or attempt to make any unauthorised access to the Platform.

- 4.5 You shall not collect or harvest any personally identifiable information, including account names, from the Platform. You shall not use the communication systems provided by the Platform for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Platform with respect to their information, transaction data, or communication.
- 4.6 You shall not use or launch any “robots”, “spiders”, “offline readers” etc. or any other automated system, that accesses the Platform in a manner that sends numerous automated requests to ALLIN’s servers in a given period of time, which a human cannot reasonably send in the same period by using conventional web browsing application or tool(s) for similar purposes.
- 4.7 Please notify us of any unauthorized use of your account or any other breach of security. ALLIN will not be liable for any loss that you may incur. You may not use anyone else's account at any time, without the permission of the account holder. You could be held liable for losses incurred by ALLIN or another party due to someone else using your account or password.

5. **ALLIN Insight Exchange (ALLIN INSIGHTS) Services**

- 5.1 ALLIN provides informational advisories to various market participants in the agricultural economy. These advisories are prepared using inputs from third parties as well as internal research conducted by ALLIN. These advisories are for informational purposes only and all users should be guided accordingly and rely on their judgment to make decisions based on such informational advisories.
- 5.2 Please remember that agricultural and other business activities involve varying degrees of risk and there can be no assurance as to the profitability of any activity undertaken in the agricultural sector including, but not limited to, provision of inputs, production, marketing and processing.

[Note: We have observed that entities similar to ALLIN in the agritech (Agriculture Technology) space as well as entities in a comparable space such as investment advisers provide similar disclaimers in their terms. However, since the recipients of these advisories are going to be financially unsophisticated customers, there is a likelihood of potential civil and criminal action against ALLIN. ALLIN may consider putting in protective arrangements such as requiring farmers to obtain crop insurance when acting on ALLIN’s advisories.]

6. **Charges and payments processing**

- 6.1 While some of the Services under the ALLIN platform may be free of cost, ALLIN may require you to pay for certain services provided by it from time to time, including ALLIN Insights Exchange Services, marketing services, lead generation services etc.
- 6.2 In the event any free to use service is subsequently made chargeable by ALLIN, we shall notify affected users of the change at the time of access.

- 6.3 We may require additional information from you to process such payments. You agree and authorise us to provide your relevant information (including identification information and financial information) to third party payment processors / service providers to complete the transactions. Furthermore, you also authorise us to utilise the information given by you to us (including financial information) and give directions to third parties to make deposits or withdrawals from your account in the manner required as a result of your use of any ALLIN Service.

7. Changes/ Amendments

- 7.1 Our platform is rapidly evolving which results in adding and terminating services from time to time. We therefore reserve the right to change, modify or amend the Terms that may be applicable to users from time to time.
- 7.2 Where relevant, we will notify you or obtain your consent as necessary for such amendments. However, in each case, the revised Terms will be effective immediately on being posted on the ALLIN platform. You agree that a continued use of the Services will be deemed as consent of the revised Terms.

8. Electronic Communication

- 8.1 When you use this website or send emails or other data, information or communication to ALLIN, you agree and understand that you are communicating with ALLIN through electronic records.
- 8.2 You consent to receive communications from ALLIN via electronic records. ALLIN may communicate with you via email, SMS, Whatsapp, phone, notices posted on this website, or through other modes of communication, electronic and otherwise.
- 8.3 You agree that all agreements, notices, disclosures and other communication that ALLIN sends to you electronically shall be deemed to be adequate service and satisfy any legal requirement that such communication be in writing.

9. Privacy

- 9.1 From time to time, we may collect data and insights on your use of the ALLIN Services. By using any Services, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights. ALLIN will only use your information in accordance with these Terms and ALLIN's Privacy Policy and other policies that may be developed from time to time.
- 9.2 Our Privacy Policy, and any changes made thereto, is deemed to be a part of these Terms.

10. Restriction of Access

- 10.1 We have the right to limit your activity, immediately remove your information, warn other Users of your actions, temporarily or indefinitely suspend or terminate or block

your membership, and/or refuse to provide you with access to this website in situations such as:

- (i) If you breach these Terms or Privacy Policy or the documents, agreements, rules, policies, terms and conditions set out by us;
- (ii) If we are unable to verify or authenticate any information provided by you; or
- (iii) If we believe that your actions may cause legal liability for other users or ALLIN.

10.2 Once a user has been suspended, terminated or blocked, they may not register or attempt to register with ALLIN or use its Platform, either directly or indirectly in any manner whatsoever unless such decision has been reversed. We may, on a review and on the user taking certain recommended actions reinstate suspended users. A user that has been suspended or blocked may not register or attempt to register with ALLIN or use this website in any manner whatsoever until such time that such user is reinstated with ALLIN.

10.3 We reserve the right to recover any amounts due and owed by you to us and to take strict legal action including but not limited to referral to appropriate authorities for initiating criminal or other proceedings against you in case any action taken by you violates any applicable law or these Terms or any other documents that they incorporate by reference or which may cause legal liability to us or other users.

10.3 In addition to the above, we retain the right to terminate access of any user to certain areas or features of the website with or without notice to such user. We also reserve the right to deny access to particular user(s) to any or all of our Services or content without notice in order to protect the interests of ALLIN and/ or other user(s) of the website.

11. **Limitation of Liability**

11.1 We do not assume any liability with respect to any loss or damage, arising directly or indirectly due to any inaccuracy or incompleteness of any information or a breach of any warranty or guarantee due to the actions of a user.

11.2 The Platform, and all the materials, products (including but not limited to, software) and Services on it, are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing.

11.3 ALLIN does not warrant the service quality of the Services (including the ALLIN Insights Services) including its uninterrupted, timely, secure or error-free provision, continued compatibility on any device, or correction of any errors.

11.4 In no event shall ALLIN, or any of its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, service providers, and suppliers (including distributors and content licensors) be liable for any special, incidental, punitive direct, indirect or consequential damages suffered as a consequence of:

- (a) a breach of the Terms by another user; or
- (b) or arising out of the use of or the reliance on any of the Services.

- 11.5 In the event any exclusion contained herein be held to be invalid for any reason and ALLIN or any of its affiliate entities, officers, directors or employees become liable for loss or damage, then, any such liability of ALLIN or any of its affiliate entities, officers, directors or employees shall be limited to not exceeding the charges or amounts paid to ALLIN for use of the Platform or the Services in the month preceding the date of the claim.

12. **Assignment**

These Terms, and any rights granted hereunder, may not be transferred or assigned by you. ALLIN may transfer, assign, sub-contract or appoint an agent in relation to any of its rights or obligations.

13. **Licence, Access and Intellectual Property Rights**

- 13.1 Subject to your compliance with these Terms, ALLIN grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Services.

- 13.2 This does not provide you the right to:

- (i) record, collect, disseminate, share or publish any product listings, descriptions, or price,
- (ii) make any derivative use of any service provided by ALLIN,
- (iii) download, copy, or make any other use of account information for the benefit of any third party, or
- (iv) use any data mining tools, robots, or similar data gathering and extraction tools.

- 13.3 All rights not expressly granted to you in these Terms are reserved and retained by ALLIN. No material on this website may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of ALLIN.

- 13.4 ALLIN has the right to use any feedback, information, ratings, insights provided by any user for any purpose whatsoever including, but not limited to, improving the Platform, the Services or developing any product, without providing any compensation or acknowledgement to such user. By submitting this information to ALLIN, you grant us a perpetual, worldwide, non-exclusive, royalty-free irrevocable, sub-licensable license and right in such feedback, including the right to display, use, reproduce or modify the feedback in any media, software or technology of any kind now existing or developed in the future.

- 13.5 You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of ALLIN without express written consent. You may not use any meta tags or any other "hidden text" utilizing ALLIN's name or trademarks without the express written consent of

ALLIN. The license granted by ALLIN terminates, and ALLIN has the right to limit, prevent access or take any other measure, if you do not comply with these Terms.

- 13.6 All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on this website is solely for your personal, non-commercial use.
- 13.7 You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly, and you must not assist any other person to do so.
- 13.8 Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited

14. Indemnity

- 14.1 You agree to indemnify and hold harmless ALLIN, its parent, any of its subsidiaries, affiliates and each of its shareholders, officers, directors, agents and employees, from any losses, liabilities, damages, costs and expenses, claims or demand, or actions including reasonable attorneys' fees asserted against or incurred by ALLIN, made by any third party arising out of your breach or non-performance of these Terms or the documents they incorporate by reference or your violation of any law, rules or regulations or the rights of a third party.
- 14.2 ALLIN may notify you of any claims which you shall be liable to indemnify ALLIN against. You will then be required to consult with ALLIN regarding the course of action to be undertaken in defending such a claim. Further, you shall not compromise or settle any claim or admit any liability or wrongdoing on the part of ALLIN without the express prior written consent of ALLIN which can be withheld or denied or conditioned by ALLIN in its sole discretion.

15. Non Waiver

Any express waiver or failure to exercise promptly any right under these Terms will not create a continuing waiver or any expectation of non-enforcement.

16. Relationship

None of the provisions of the Terms shall be deemed to constitute a partnership or agency between you and ALLIN and you shall have no authority to bind us in any manner, whatsoever. These Terms are solely for your and ALLIN's benefit and not for the benefit of any other person, except for permitted successors and assigns under these Terms.

17. Survival

Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the usage period.

18. Mechanism for Complaints

In case any transaction or attempted transaction in violation of these Terms and/or any applicable law, rules, regulations, etc. come to your knowledge, or if you have any queries or concerns regarding the terms of use, please feel free to reach out Grievance Department by writing to us at the following address – allinontech@letsgoall.in.

19. Dispute resolution

Subject to specific agreements relating to dispute resolution, disputes shall be subject to the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over all such disputes.

17. Governing law

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.