

TERMS OF SERVICE

This Agraga terms of service contains the terms and conditions that govern your access to and use of the Platform (*as defined in the Privacy Policy*) and is an agreement between Virya Logistics Technologies Private Limited (“Agraga”, “we”, “our”, “us”) and you or the entity you represent (“you” or “your”). This “**Terms of Service**” takes effect when you access the Platform. These terms and conditions are an electronic record in terms of Information Technology Act, 2000 (“IT Act”) and rules made thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended from time to time. If you do not agree to any of the terms and conditions mentioned in this Terms of Service, please do not use or access our Platform.

You represent and warrant to us that you are competent and possess the legal capacity to enter into a contract i.e. you have attained the age of majority. If you are a minor, you may use the Platform only under the supervision of a guardian, a parent or a legal guardian who agrees to be bound by the terms and conditions hereunder.

You agree that as a visitor to the Platform, you will be governed by the terms and conditions contained in this Terms of Service along with the Privacy Policy, and any modifications or amendments made thereto.

For the purposes of this Terms of Service and the Privacy Policy, “Applicable Law” shall mean any Indian statute, law, enactment, regulation, ordinance, policy, treaty, rule, judgment, notification, directive, guideline, requirement, rule of common law, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, or any restriction or condition, or any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of, any government authority having jurisdiction over the matter in question.

Use of the Platform

You may access the Platform, service or its features in accordance with the terms and conditions mentioned under this Terms of Service. You expressly acknowledge that you shall comply with this Terms of Service and all laws, rules and regulations applicable to your use of the Platform.

You shall not use the Platform for any purpose(s) that is unlawful or prohibited by this Terms of Service. You shall not use the Platform in any manner that could damage, disable, overburden, or impair any of our servers, or the network(s) connected to any of our servers, or interfere with any other party’s use and enjoyment of any services associated with the Platform.

You undertake and warrant that any information provided by you to Agraga is true, correct, and accurate. In case you provide us with wrong information, we reserve the right to indefinitely suspend, terminate or block access to your account from the Platform immediately without prejudice to any of the terms provided under this Terms of Service. You further acknowledge that you shall indemnify Agraga against any such loss, damage, consequences, which may be faced by Agraga due to such breach.

Account and Registration

[**You need your Email, Full Name, Phone Number, country, and GST for the registration**]

Changes

You acknowledge that Agraga retains the right to amend or modify this Terms of Service at its sole discretion, without any prior intimation to you, and you expressly agree that any such amendments or modifications shall come into effect immediately and shall be binding on you. Please check our Terms of Service periodically for changes.

Restrictions

You expressly agree that you shall not use the Platform for any purposes that are unlawful, harassing, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable. You shall also not solicit others to use the Platform for any purposes that are unlawful, harassing, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable. You further expressly agree that you shall not attempt to gain unauthorized access to the Platform or any of its parts or features therein, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any information through any means not intentionally made available through the Platform.

Intellectual Property Rights

The rights, titles, interests, and intellectual property rights in and to copyrights, trademarks, trade names, service marks, designs, know-how, trade secrets, goodwill, text, images, illustrations, icons, services offered, technology including software, content and other materials, which appear on this Platform shall be exclusively owned and reserved by Agraga, its affiliates and licensors (“**Intellectual Property**”).

Access to this Platform does not confer and shall not be considered as conferring upon the license to use any of Agraga’s Intellectual Property.

You shall use the Platform only in the manner as provided for in this Terms of Service. Any use of this Platform and/or Intellectual Property, including copying or storing it in whole or in part, other than

for your own personal, non-commercial use is prohibited without the permission of Agraga. You may not modify, distribute, or re-post any of the Intellectual Property in any manner.

Indemnity

You expressly agree to defend, indemnify, and hold harmless Agraga, its affiliates and its respective employees, officers, directors, and representatives from and against any losses, claims liabilities, damages, costs and expenses including attorney's fees arising out of or relating to any third-party claims concerning:

1. Your usage of the Platform and any of its features;
2. Breach of any of the Terms of Service mentioned herein;
3. Violation of any Applicable Law by you;

Limitation of Liability

You expressly acknowledge that Agraga and its affiliates shall not be liable to the user for any direct, indirect, incidental, special, consequential, or exemplary damages (including damages for loss of profits, revenues, customers, opportunities, goodwill, use of data).

You further acknowledge that Agraga and its affiliates shall not be liable for any compensation, reimbursement, or damages arising out of or in connection with:

1. your use or inability to use the Platform;
2. any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through the Platform; or
3. any unauthorized access to or alteration of your transmissions of Information.

Miscellaneous

1. **Force Majeure:** Agraga and its affiliates shall not be liable for any failure or delay to perform any obligations under this Terms of Service where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, acts or orders of government, acts of terrorism, embargoes, riots or war.

2. **Governing Law:** This Terms of Service, and any dispute or claim arising out of these Terms of Service and/or services provided by us shall be governed by laws of India.

Grievance Redressal

You may submit any grievance with respect to the Platform or our services, including with respect to any abuse on the Platform, or any discrepancies or grievances with respect to access or usage of the Platform in violation of these Terms of Service by any person, to the grievance officer at the following details:

[Anoop Raghavan - anoop.raghavan@agruga.com - +91 99302 80292]

Severability

If any part of this Terms of Service is declared to be invalid and/or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be replaced by a valid, enforceable provision that is most similar to the intent the original provision and the remainder of the Terms of Service shall continue to be valid and in force. Unless otherwise specified, this Terms of Service and Privacy Policy constitute the entire agreement between you and Agruga with respect to the Platform and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written.

Agruga's failure or omission to act with respect to any breach committed by you or others does not waive its right to act with respect to any subsequent breach. You understand that the use of this Platform and the Terms of Service contained herein do not create any agency, affiliation, or any form of a joint venture between you and Agruga as creating any agency, partnership, affiliation, joint venture, or other forms of joint enterprise between us.