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## **EULA (End-User License Agreement)**

PLEASE, READ THIS END USER LICENSE AGREEMENT (“EULA” OR “AGREEMENT”) CAREFULLY. BY COPYING, INSTALLING, EXPLORING, NAVIGATING OR USING ALL OR ANY PORTION OF THIS SOFTWARE/APP (HEREINAFTER REFERRED TO AS “TECHLAND APP” OR “APP”), YOU (HEREINAFTER REFERRED TO AS “CUSTOMER” OR “USER”) ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE RESTRICTIVE COVENANTS IN SECTION 12, USER REPRESENTATIONS AND WARRANTIES IN SECTIONS 10, AND LIMITATION OF LIABILITY IN SECTION 14. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU AND SHALL BE TREATED AS LEGALLY BINDING AGREEMENT BETWEEN YOU AND TECHLAND. THIS AGREEMENT IS ENFORCEABLE AGAINST THE WILL OF THE USER (AS REFERRED TO IN SECTION 1.1). IF YOU DO NOT AGREE TO THE TERMS AND CONDITION OF THIS AGREEMENT, THEN YOU MUST NOT USE THE TECHLAND APP WHICH IS DEVELOPED BY **S.N. SILOS PRIVATE LIMITED** (“US”, “WE”, “TECHLAND” or “COMPANY”).

S.N. Natures Private Limited is the subsidiary company of S.N. Silos Private Limited which focuses on the cultivation of organic farms product(s) and making it available for the Users to purchase from the TechLand App at affordable prices. S.N. Silos Private Limited focuses on marketing, branding, advertising and promotion such organic farm product(s) of S.N. Natures Private Limited.

The Company represents and warrants that it has the requisite license, have duly complied with all the compliances mandated by the Food Safety and Standards Authority of India and is duly authorized to list, market, advertise and sell the food product(s) to the Users on the App in India.

A User may have another written agreement directly with TechLand that may supplement or supersede all or some portions of this agreement. However, the terms and conditions mentioned herein shall be binding in respect of areas of conflict unless stated otherwise in any other written agreement between You and TechLand (synonymous with TECHLAND or **S.N. SILOS PRIVATE LIMITED** Private Limited for the scope of this End Use License Agreement).

The TechLand App is merely LICENSED and NOT SOLD, only in accordance with the terms of this agreement. Use of some TechLand and some non-TechLand materials, content, products, and services included in or accessed through the TechLand App may be subject to additional terms and conditions. Such notices about non-TechLand materials, content, products, and services will be made available to Users via, including without limitation, notifications, emails, messages or prompts from time to time as deemed fit by TechLand.

TechLand App may AUTOMATICALLY CONNECT TO THE INTERNET from the User's smartphone. The App may also require activation or registration by the Users.

This EULA is a legally binding agreement between You and TechLand for governing your use of the Techland App [as defined in Sec 1(c)]", whether pre-installed or downloaded and then installed, owned by TechLand and its third party suppliers and licensors, that as mentioned in this EULA..

This document herein governs your limited use of the TechLand App and, including but not limited to any other related features, utility, programs, benefits, know-how, education, or facilities.

## 1. Definitions

- a. **User(s):** Individual(s) who:
  - i. access, browse, navigate, explore our App; or
  - ii. accepts this EULA by clicking on the "I accept the terms of EULA" after installing the App; or
  - iii. uses any product or services provided by TechLand through the App; or
  - iv. is a subject to the information, education, survey, research or knowledge transfer provided by us.
- b. **TechLand Services or Services:** For the scope of this EULA, "Services" refers to the service of, including without limitation, providing information, education, marketed materials, know-how, marketplace, products, offers, projects, campaigns, and more to User(s) through the TechLand App.
- c. **Application or App or TechLand App:** This refers to the smartphone application developed, maintained, marketed and published by TechLand.
- d. **Registered User(s):** User(s) who voluntarily creates an account on our App and has registered themselves with TechLand via the App by the way of submitting their personally identifiable data as requested by us in the App during the user registration process.

- e. TLT Token(s) or TechLand Token(s) or \$TLT:** In-app token(s) that can be purchased by User(s) for availing benefits, utility, knowledge, Services and more, as marketed from time to time by TechLand. It is also a digital indication of how much land a User owns in the TechLand Agriculture Tourism Project. The in-app selling price of the token is directly proportional to the actual market value of the land utilized by TechLand for TechLand Agricultural Tourism.

Note: This token is not a currency or a medium of exchange as a legal tender.

- f. Token Holder:** User(s) who voluntarily purchased or has possession of TechLand Tokens.
- g. Registered User Account:** Refer Section 2(d).
- h. Guest Accounts:** User(s) who are not a Registered User(s), but are provided certain Services provided by TechLand through its App.
- i. Tokenized Land:** The process of fragmenting an asset into digital tokens that represent the underlying property with all its rights and obligations.

## **2. User Account Registration**

- a.** The User agrees that:

- i.** To use the Service the User must register itself by creating a User Account with TechLand via the App; and
- ii.** Such registration of the User is voluntary and as per the consent of the said User; and
- iii.** The said User shall provide/share/input all requested data and information to the best of their knowledge; and
- iv.** Such a User Account created by the User, which is linked and associated with their personally identifiable details shall be hereinafter referred to as Registered User Account where in each Registered User Account will be uniquely identifiable; and
- v.** Failure to register may cause unavailability of the Service; and
- vi.** Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also alerted to create passwords that meet the highest standards of password strength as suggested or indicated by the App; and
- vii.** Users are fully responsible for all activities that occur under their Registered User Account; and

- b. Account termination by User:** Users can terminate their account and stop using the Service at any time by directly contacting TechLand at the contact details provided in (Section 22) of this document. Registered Users can also use the “Disable & Delete Account” feature within the App to terminate their Registered User Account with TechLand.
- c. Account Termination by TechLand:** The TechLand reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms. The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement. The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

### **3. In-app features, services, content and materials**

- a.** All content including but not limited to features, materials, information, data, news, visuals available on this Application is developed, published, promoted and owned by TechLand is for the sole purpose of selling and providing Services.
- b.** TechLand undertakes its utmost effort to ensure that the content provided on this Application infringes no applicable legal provisions or third-party rights whatsoever, and further agrees to take down or remove any material which may be infringing any third-party's right upon due intimation by the said third-party or its duly authorized representative.

#### **c. Services provided on this app are mentioned below:**

- i. Market Place and Exchange Platform:** An exclusive market place and exchange platform developed by TechLand for its Registered Users to ensure fair and orderly trading of TLT Tokens. It may further provide details and information needed, including but not limited to price, trade history for trading TLT Tokens with other Registered Users Price information for any securities trading on the exchange.
- ii. TechLand Wallet:** In app wallet developed by TechLand and integrated by the techland app for its registered user which can additionally be connected to the Market Place and Exchange Platform. It also stores the payment information, transaction history and more.

- iii. **Organic Produce:** Organic produce refers to herbs, fruits, vegetables and cereals including but not limited to any other crop which may be grown or cultivated on TechLand Farms.
- iv. **Agricultural Tourism:** Users will be able to buy tickets through the app which will allow Users to visit the TechLand Agricultural site (a tourism site with various agricultural activities), The tickets shall be delivered through e-mail and other means of contacts you have provided to TechLand.

#### **4. TechLand Token Utility**

- a. The TechLand Token is an in-app currency which is exchangeable within the App.
- b. The Buyer understands that the utility of the \$TLT Token includes but is not limited to:
  - i. acting as a store of intrinsic value directly proportional to the value of the Tokenized Land; and
  - ii. providing the organic produce cultivated by TechLand on the Tokenized Land shall be accessible at subsidized rates to the Registered Users upon meeting certain eligibility criterias as indicated, marketed or notified by TechLand from time to time; and
  - iii. an APY as indicated in the App from time to time or something that doesn't impose a certain figure on TechLand.

#### **5. Content Provided by Users**

We request our Users to share certain information/data from time to time. Sometimes the User may have the option to skip or avoid providing the requested information/data, however, there may be instances where User may not be able to continue the use of the App. Some instances for the sake of informing Users ahead in time are recorded below.

##### **a. Personal Data is collected during instances when a User:**

- i. We may collect personally identifiable data/information such as e-mail addresses, name and contact details for marketing purposes.
- ii. Register/creates an account on the TechLand Application; or
- iii. uses or requests information about our Services; or
- iv. subscribes to our marketing communications and e-mail newsletter service; or
- v. requests user support; or
- vi. completes a survey; or
- vii. signs up for any of our events; or
- viii. voluntarily shares/inputs any data or information on the Application.

- ix. You may be required to input financial information, bank details, identity cards or any other personal documents when you make payments for our Service or Product listed on the App as required by third-party payment processors, banks and applicable laws.

**b. Data Collection when using our Services**

**When registering on our Application, you may be asked to enter:**

- i. **Contact information and personal details**, such as your name, residential, business and postal addresses, telephone number, email address, and family details such as the name of your spouse. Partner and children; and
- ii. **Demographic/Geographic details**, such as date of birth, country of citizenship and/or country of residence, marital status; and
- iii. **Information about your net worth and/or income**, such as your stated net worth; stated current, historical, and expected future income; source(s) of income; and supporting documentation that you choose to submit (e.g., tax forms, tax returns, pay stubs, financial account statements, and information about your financial assets and liabilities) ; and
- iv. **Government-issued identification (to the extent permitted under applicable law)**, including but not limited to a Social Security Number, tax identification number, passport number, Driver's License and other government-issued identification number; and
- v. **Information about your relationship to a Company**, such as your current occupation, job title and whether you are a beneficial owner or authorized signatory of the legal entity using the Service; and
- vi. **Feedback and correspondence**, such as information you provide when you request information from us, receive user(s) support, or otherwise correspond with us, including by interacting with our pages on social networking online sites or services; and
- vii. **Transaction Information**, Information about the transactions you make on our Services, such as the name of the recipient, your name, the amount, and/or timestamp; and
- viii. **Employment Information**, such as Office location, job title, and/or description of role; and
- ix. **Social media information**, such as username or handle, preferences; and

- x. Data Monitoring Services:** The process of collecting log data, User History, cart details in order to help developers suggest the best services available, track availability of resources, bugs, and changes to performance in applications that affect the end-user experience.
  - xi. Other information you choose to provide.**

We may also collect Personal Data from third party partners and public sources as required or permitted by applicable law, such as public databases, credit bureaus, ID verification partners, resellers and channel partners, joint marketing partners, and social media platforms which include Financial information, Reputational information and Corporate/business activities for corporate user(s)s.
- c.** We may use public databases and ID verification partners to verify your identity. Our ID verification partners may use a combination of government records and publicly available information about you to verify your identity. Such information includes your name, address, job position, public employment profile, credit history, status on any sanction lists maintained by public authorities, and other relevant data. We obtain such information to comply with our legal obligations, such as anti-money laundering and know-your-user(s) (popularly and hereinafter known as “KYC”) laws. In some cases, we may process additional data about you to ensure our Services are not used fraudulently or for other illicit activities. In some cases, we may also request the User for additional as needed by us when suspicious about User’s activity and usage of the App. We may also request or process Users information to assist legal authorities as requested by them in compliance with applicable and relevant laws.
- d. Data Collected when visiting our App:**
  - i.** mobile device information; and
  - ii.** Operating System of the User's Device; and
  - iii.** Country from which our Application is accessed; and
  - iv.** Name of your internet service provider (ISP); and
  - v.** Date and time of access; and
  - vi.** IP address of the accessing mobile device.



- This Data is generally anonymized with no personal reference and only used to establish connection with the Application, to ensure ongoing system security and stability and for statistical purposes. This Data is not associated or stored with Personal Data. The IP address of the accessing device will be analyzed only in the event of an attack on the network infrastructure.
- This shall include any case of suspicion of otherwise unauthorized or improper use of the App and for the sole purposes for defense; or use as part of criminal/ civil proceedings for identification purposes against the user involved.
- IP address is also used to filter out geographical zones from accessing our Services.

## **6. Security of your personal data**

- a. We take all reasonable efforts on technical and organizational security measures to protect your Data from being manipulated, lost or accessed by unauthorized third-parties.
- b. Since, we cannot 100% guarantee due to technical and security limitations of the App, any loss, misuse, abuse, breach, infringement or alteration of your data will not be the responsibility of TechLand.
- c. You, hereby, indemnify Techland, its representative, heirs, agents and employees from any and all losses/damages caused to you or your data as a User of this Application.
- d. You, hereby, also acknowledge that you play a vital role in protecting your data whether personally identifiable or not.
- e. You, further, acknowledge that you remain responsible for any and all data/information shared or provided by you as a User on this Application.
- f. The risk of impersonating hackers exists and should be taken into account when using our Application and/or Services, in such cases do not provide any information and report it to us through the contact details mentioned in (Section 23) of this document.

## **7. Rights of Users over their Data**

User shall be required to input personal data when registering or while using our Services. A User only has the below-mentioned rights in relation to the information voluntarily submitted by it to TechLand:

- a. Right to access your own personal data as displayed in the app to the User from time to time; and
- b. Right to correct or modify limited data as allowed in the App; and

- c. Right to erasure of your personal data post voluntary termination of Registered User Account by the User; and
- d. Users are required to immediately and unambiguously inform TechLand via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, breached, exploited, stolen or hacked.

## **8. Third party resources**

A User may have access to external resources provided by third parties. User acknowledges and accepts that TechLand has no control over such resources, and is therefore not responsible for their content, materials, accuracy, permanency and availability. Such third parties may include but are not limited to:

- i. Payment Gateways; and
- ii. Bank Partners; and
- iii. Services Providers; and
- iv. Vendors; and
- v. Marketing Partners; and
- vi. Logistic Partners; and
- vii. Sponsors.

## **9. User Acknowledgement**

As a condition to accessing or using the Service, you acknowledge, understand, and agree to the following:

- a. From time to time, the Service may be inaccessible or inoperable for any reason, including (but not limited to):
  - i. equipment malfunctions; or
  - ii. periodic maintenance procedures or repairs that TechLand or any of our suppliers or contractors may undertake from time to time; or
  - iii. causes beyond Company's control or that Company could not reasonably foresee; or
  - iv. disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or
  - v. unavailability of third-party service providers or external partners for any reason.
- b. You authorize TechLand to contact you for any transactional purposes related to your order/ account.

- c.** We reserve the right to disable or restrict your access, usage or utility to the App or the Services (including but not limited to entirely blocking your access to the TechLand App or terminating your Registered User Account) at any time in the event of any breach of this document or at our sole discretion. In any such case, we shall not be liable to you for any losses or damages you may suffer as a result of or in connection with the Services or App being inaccessible to you at any time or for any reason whatsoever.
- d.** We also reserve the right to disable or modify your access to the Application or the Services if we reasonably believe any of your representations and warranties may be untrue or inaccurate.
- e.** The Company reserves the right to update any and all features of the App from time to time as deemed fit by the Company.
- f.** If you receive discounts on fees due to any Promotions and Referrals as marketed from time to time with TechLand that are not subject to separate terms and conditions and rules, then our Company reserves the right to add to, modify or eliminate the discounts and any other aspect of such Promotions and Referrals at any time at our sole discretion as per applicable laws and by-laws.
- g.** That the address at which delivery of the product ordered by you is to be made will be correct and proper in all respects.
- h.** That before placing an order you will check the product description carefully. By placing an order for a product, you agree to be bound by the conditions of sale included in the item's description.

## **10. License to Limited Use**

- a.** Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to this Application are held by TechLand.
- b.** Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, TechLand merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of this Application and the Service offered.
- c.** This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is TechLand's sole property.
- d.** All rights and license grants to Users shall immediately terminate upon any termination by themselves or by TechLand.

- e. Without prejudice to the above, under this EULA, User may download, install, use and run the software only on the permitted number of devices as notified by TechLand to all Users for security purposes, provided that such devices are common and up-to-date in terms of technology and market standards.
- f. TechLand reserves the right to release updates, fixes, patches and further developments of this App and/or its related software and to provide them to User either for free or in consideration of a fee/price. User may need to download and install such updates to continue using this Application and/or its related software.

## **11. User Representation and Warranties**

- a. As a condition to accessing or using the Services, you represent and warrant to TechLand the following:
  - i. You agree to neither directly or indirectly cause or attempt to interfere with, or compromise the system integrity or security, or decipher any transmissions to or from the servers running the Application; and
  - ii. You do not, and shall not, use a VPN or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the access of the Application or the Services; and
  - iii. You certify that you are at least 18 years of age or above and possess the competence to use our services. If you do not fulfill this eligibility criteria, you must immediately cease/stop the use of the Application and the Services; and
  - iv. We would like to draw your attention to the fact that we never ask User(s) for financial details or payment information without the User's consent, such as your credit card number, passcode, ATM pin, bank account number, usernames or passwords, in an email, text or any other communication that we send to you; and
  - v. You further represent and warrant, hereby, that you shall be held responsible for checking, confirming and verifying whether the Application(s) on which you are asked for any such financial or payment information in relation to our reservations or Services operated by us.
  - vi. The User understands that it shall make any and all payments which it is authorized to make along with the payment method used by the User for purchasing, trading or selling the \$TLT tokens within the App.

- vii. The User agrees to abide by and comply with all relevant applicable “know-your-user(s)” and anti-money laundering laws and regulations as mentioned in Section 5 (c). The User further understands that any violation or breach of the representations and warranties mentioned in this Section 11 shall constitute a Material Breach and shall be sufficient ground to terminate the User(s) account.

## **12. Intellectual Property Rights**

- a. **Company’s Intellectual Property:** User acknowledges and agrees that the Company owns all legal rights, title, and interest in and to all elements of the Application. The Company logo, graphics, design, systems, methods, information, computer code, software, organization, compilation of the content, data, and all other elements of the Application (collectively, the “Company’s Intellectual Property”) are owned by the Company. All graphical/visual content available/displayed on the Application are the property of the Company. Accordingly, you are not allowed to use the Application or Content in any manner, except as expressly permitted by the Company in these Terms. The Application or its content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way. Therefore, you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of the Company or the applicable owner. Except as expressly set forth herein, User’s use of the Application does not grant the User ownership of or any other rights with respect to any content, code, data, information, visuals, graphics, audio, video or other materials that User may access on or through the Application. Company reserves all rights to the Company Materials, hereby, not expressly granted to User(s) by this Terms of Use.
- b. **Non-Company Intellectual Property:** Any and all third-party materials, content, visuals, graphics, videos, audios, trademarks, copyrights, patents, product names, logos, and all other intellectual property on the Application are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the due title holder of the said intellectual property.

## **13. Restrictions/Covenants**

- a. **Proprietary Notices:** Any permitted copy of the App (including without limitation Documentation) that user(s) makes must contain the same copyright and other proprietary notices that appear on or in the Software.
- b. **Use Obligations:** user(s) agrees that it will not use the Software other than as permitted by this agreement and that it will not use the Software in a manner inconsistent with its design or Documentation.
- c. **No Reverse Engineering:** user(s) will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Application
- d. **No transfer:** user(s) will not rent, lease, sell, sublicense, assign, or transfer its rights in the Application Or authorize any portion of the software to be copied onto another individual or legal entity's computer except as may be expressly permitted herein.

#### **14. Indemnification**

- a. You agree to release, indemnify, and hold harmless the Company, and their respective officers, heirs, directors, employees, affiliates and agents, from and against any claims, liabilities, financial losses, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way related to your access to, use of, or inability to use the Application or the Service:
  - i. Your breach of this Agreement; or
  - ii. Your violation of any rights of a third party; or
  - iii. Your violation of any applicable Law.

#### **15. Limitation on liability and Warranties**

To the maximum extent permitted by law, the Company will not be liable in any event to you or any third party for any (but not limited to) :

- i. financial loss; or
- ii. lost profits; or
- iii. lost data; or
- iv. costs of procurement of substitute products; or
- v. any indirect; or
- vi. consequential; or
- vii. exemplary; or
- viii. incidental; and
- ix. special or punitive damages arising from or relating to these terms or your use of.

- a. Access to, and use of, this Application or Service is at your own discretion and risk and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.
- b. Any and all information, products or Services provided by the Company to you via the Application, including, without limitation, all content such as audio, video, graphics, text and visuals, are provided on an “as is” and “as available” basis without any warranty, guarantee or promise. The Company and its third-party licensors make no representation, warranty or covenant concerning the accuracy, quality, suitability, completeness, sequence, timeliness, security or availability of the Application or any content posted on or otherwise accessible via the Application.
- c. You specifically acknowledge that the Company and its third-party licensors are not liable for the defamatory, obscene or unlawful conduct of other third parties or User(s) of the Application and that the risk of injury from the foregoing rests entirely with you.
- d. The User understands that to make timely deliveries of the product(s) ordered by Users, we share the details of the Users with third parties (including without limitation delivery agents, vendors, logistics partners, etc.). We do not assume any responsibility or liability for the actions, products, and content of any of the third-parties.
- e. Neither the Company nor any of its third-party licensors represent, warrant or covenant that the Application will be secure, uninterrupted or error-free. The Company further makes no warranty that the Application will be free of viruses, worms or trojan horses or that it will function or operate in conjunction with any other product or software. You expressly agree that use of the Application is at your sole risk only. The Company, its heirs, representatives, executives, employees and agents shall not be responsible for any termination, interruption of service, delays, errors, failures of performance, defects, line failures, or omissions associated with the website or your use thereof.

## **16. Order Cancellation by App or User**

- a. All the products listed on the TechLand App will be sold at the prices indicated in-App unless otherwise specified.
- b. As a User, you may cancel an order placed by you as indicated in the App, from time to time. Orders may be cancelled by the Company in any of the following cases:
  - i. if it is suspected that a User has undertaken a fraudulent transaction; or
  - ii. if it is suspected that a User has undertaken a transaction which does not conform to the Terms of Use; or

- iii. if it is suspected that a User has undertaken a transaction violates these Terms of Use.
- c. However, orders cancelled by the Company shall be refundable in the following circumstances:
  - i. in case of unavailability of product(s); or
  - ii. for any reason outside the control of the Company, including causes for delivery-related logistical difficulties.
- d. For such cancellations as mentioned in Section 16 (c), the Company will initiate a refund, if any, within 48-72 hours. The timeline to initiate refund shall also depend on the category in which the product(s) falls:
  - i. Consumable Perishables (within 48 hours); or
  - ii. Consumable Non-perishables (within 48-72 hours); or
  - iii. Any other category of product(s) (within 48-72 hours).
- e. The User understands that the refund process may take 4-5 business days to complete. The refund will be initiated once their reverse pickup order has been marked as 'delivered' post returning it to the delivery executive as per the standard operating protocol notified to the User from time to time.
- f. In any case, the order is placed by the User via TechLand tokens, the User reserves the right to avail refund in the form of TechLand tokens. However, if the order is placed via Cash on Delivery (CoD) or any other mode, then the User reserves the right to avail such refund either by way of cash refund in the User's bank account or by way of TechLand tokens in the in-app wallet of the User.
- g. In the event that a non-delivery occurs on account of a mistake by the User (i.e. incorrect name, address or any other incorrect information), the cost incurred by us shall be payable by the User. The User understands that we have a "No-Refund" and "No-Return" policy. However, the User can place an order again with its correct details for us to re-attempt the delivery of the product(s) ordered.
- h. If we suspect any fraudulent transaction by any customer or any transaction which defies the terms & conditions of using the website/ app, we at our sole discretion shall cancel such orders. Furthermore, we will blacklist such User from accessing our App.
- i. Further, while precautions are taken to ensure accuracy of product specifications, the details of a product as reflected on the App may be inaccurate due to technical issues, typographical errors or incorrect product information provided to the Company by third-party sellers and in such an event, you shall be notified as soon as such error comes to the notice of the Company. In such an event, the Company reserves the right to cancel your order and grant tokens for the value of the returned product.



## **17. Return & Refunds**

- a.** The User understands that we have a “No-Refund” and “No-Return” policy. However, in any case, the order placed by the User is cancelled by the Company, the same shall be refundable subject to Section 16 (c) and (d) mentioned herein above.
- b.** We do our best to make sure you do not face the same issue again and improve our services. As a result, we pass on feedback to our merchants who provide the products. For us to do this, it is mandatory for you to share images of the items with which you are facing an issue. Subject to acceptance from the third-party seller of the product, the Company may take back the returned product and the User can avail for a refund in the form of TechLand tokens in lieu of the value of the returned product. Such tokens shall be available for use against a subsequent invoice for transactions on the App.
- c.** The User further understands that it cannot return a partial order or an open package at the doorstep (in such as case, doorstep return policy is not applicable).
- d.** The User understands that in any case, the User does not wish to accept the delivery of the product(s) ordered by it, the User’s right to avail refund shall be at our discretion.
- e.** If your product has been accepted for return/replacement, please keep the product in the original packaging. In addition, the product must be unused, unwashed and untampered with all its tags intact. The said product(s) shall be returned in the same condition that it was delivered to the User. We reserve the right to pick up the product to ascertain the damage or defect in the product prior to issuing refund/replacement.
- f.** A few products may not be eligible for return and will be marked “Non-Returnable” on the product description page.
- g.** In case of any complaints related to the product(s) purchased by a User from the App with respect to its quality, the User can make such complaint within a period of seven (7) days from the date of delivery of the product(s) to the User.
- h.** For Cash on Delivery (CoD) transactions, the User has the option to receive the refund in the form of TLT tokens in the in-app wallet of the User or the refund can be credited in the same bank account through which the payment was made.
- i.** For payments made through electronic means such as debit card, credit card, net banking, wallet, etc., the refund shall be made using the same payment mode.

## **18. Termination**

- a. The use of the Services and website is effective unless and until terminated, either by you or by the Company. You may terminate the User of this website or its services at any time, provided that you discontinue any further use of the App. The Company may terminate your access to the website and Services at any time and may do so immediately without notice, and accordingly deny you access to the App.
- b. The Company's right to be indemnified pursuant to the terms hereof, shall survive any such termination. However, any such termination shall not cancel your obligation to pay for product(s) already ordered from the App or affect any liability that may have arisen prior to the date of termination.

## **19. Governing Law and Jurisdiction**

These Terms are governed by the laws of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in New Delhi, India in all disputes arising out of or relating to the use of the website.

## **20. Modifications**

The Company reserves the right, at any time, to modify, suspend, or discontinue the use of the Application (in whole or in part) with or without notice to you. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Application or any part thereof.

## **21. Severability**

If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.

## **22. Waiver**

The waiver by the Company of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

### **23. Service interruption**

- a.** To ensure the best possible service level, TechLand reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.
- b.** Within the limits of law, TechLand may also decide to suspend or terminate the Service altogether. If the Service is terminated, TechLand will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.
- c.** Additionally, the Service might not be available due to reasons outside TechLand's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

### **24. Service reselling**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without TechLand's express prior written permission, granted either directly or through a legitimate reselling programme.

### **25. Disclaimer**

- a.** We shall not be liable for any loss of any kind or for any action taken in reliance on material or information contained on the site.
- b.** We do not provide any kind of financial, legal or any other advice to our Users.
- c.** We are not running any financial schemes on our App for our Users.
- d.** We do not automatically collect any kind of personally identifiable data/information without the input of the User.
- e.** We will not be responsible or liable to you for any loss and take no responsibility (specified but not limited to) for damages or claims arising from:
  - Server failure or data loss; or
  - Corrupted wallet files; or
  - Unauthorized access to applications.

### **26. Contact us**

If you have questions or concerns regarding this Privacy Policy, or if you have a complaint, you should first contact us at:

**E-mail:** [director@techland.app](mailto:director@techland.app)

