

DIGIKHET PRIVATE LIMITED

TERMS OF SERVICE

PLEASE READ THESE TERMS CAREFULLY.

1. Acceptance of Terms

1.1 These Terms of Service ("Terms"), together with the DigiKhet Privacy Policy and any product-specific terms, warranty terms, subscription terms, quotation, order form, invoice or written commercial agreement applicable to your account, govern your access to and use of the Services provided by DigiKhet Private Limited ("DigiKhet", "we", "our" or "us").

1.2 By creating an account, purchasing, installing, activating, accessing or using any DigiKhet Device or Service, you confirm that you have read, understood and agree to be bound by these Terms. If you do not agree, you must not access or use the Services.

1.3 If you access or use the Services on behalf of a company, dealer, distributor, OEM, institution, government body, farmer-producer organization, insurer, financier or other organization ("Organization"), you represent that you are authorized to bind that Organization. In that case, "you" includes that Organization.

1.4 If a separate written agreement signed by DigiKhet applies to your Organization and conflicts with these Terms, that written agreement will prevail only to the extent of the conflict.

2. Changes to These Terms

2.1 We may revise these Terms to reflect changes in our Services, technology, business practices or applicable law. The revised Terms will state the date on which they become effective.

2.2 Where required by applicable law, or where a change materially affects your rights or obligations, we will provide reasonable notice through the App, website, email or another appropriate channel.

2.3 Your continued use of the Services after revised Terms become effective constitutes acceptance of the revised Terms, except where applicable law requires a different form of consent.

3. Definitions

3.1 "App" the DigiKhet mobile application, web application, web portal, dashboard or other user-facing software made available by DigiKhet.

3.2 "Device" any DigiKhet Agri Telematics unit, Automatic Weather Station, Smart Sensor Gateway, connected sensor, accessory, harness, antenna, power supply or other hardware supplied or approved by DigiKhet for use with the Services.

3.3 "Software" the App, firmware, embedded software, cloud software, APIs, integrations, updates, upgrades, documentation and new versions made available in connection with the Services.

3.4 "Content" data, reports, readings, maps, dashboards, images, text, recommendations, alerts or other materials made available through the Services.

3.5 "Your Content" information, documents, feedback, files or other material that you or your Organization upload, submit or transmit through the Services.

3.6 "Services" the DigiKhet products and services described in Section 4, together with related support, connectivity, cloud, software, reporting and analytics services.

3.7 "Customer" a farmer, equipment owner or operator, fleet owner, dealer, distributor, OEM, institution, enterprise or other person or entity provisioned to use the Services.

3.8 "Subscription" a free or paid plan that provides access to specified Services for a defined period.

4. Description of Services

The Services available to you depend on the Device, installation, configuration, sensors, software version, location, connectivity and Subscription purchased or provisioned.

4.1 DigiKhet Agri Telematics

May include live GPS location, trip and route history, geofencing and theft alerts, engine/ignition status, working hours, distance, area covered, speed, fuel-level and fuel-consumption information, service reminders, job/farm monitoring, implement monitoring, reports, digital accounts/expense features and related analytics for tractors and agricultural machinery.

4.2 Automatic Weather Station (AWS)

May include collection, transmission, visualization, storage and reporting of supported weather and environmental parameters such as temperature, humidity, rainfall, wind speed and direction, atmospheric pressure, solar radiation and station/device health, together with alerts and historical trends.

4.3 DigiKhet Smart Sensor Gateway & Monitoring

May include remote monitoring of supported connected sensors for use cases such as soil moisture and temperature, irrigation, water level, flow, pressure, plantations, greenhouses, cold storage, milk chilling and other compatible agricultural, environmental or industrial monitoring applications.

4.4 Additional Services

Services may also include dashboards, mobile applications, reports, notifications, APIs, third-party integrations, remote configuration, firmware updates, SIM/connectivity services, support and other digital services made available by DigiKhet.

4.5 We may add, improve, modify, suspend or discontinue features from time to time. We will use reasonable efforts to inform users of material changes that significantly affect an active paid Service.

5. Eligibility and Your Account

5.1 You must be at least 18 years old and legally capable of entering into a binding contract to create an account or use the Services in your own capacity.

5.2 You must provide accurate, current and complete registration, contact, vehicle/equipment and Device information and keep it updated.

5.3 You are responsible for maintaining the confidentiality of your PIN, password, OTP and other login credentials and for activity carried out through your account by you or persons authorized by you.

5.4 You must promptly notify us at support@digikhet.in if you know or suspect unauthorized access to your account, credentials or Devices.

5.5 We may access your account where reasonably necessary to provide technical support, investigate a security issue, comply with law or administer the Services in accordance with these Terms and the Privacy Policy.

6. Installation, Compatibility and Connectivity

6.1 Devices must be installed, configured, mounted, wired, calibrated and maintained in accordance with DigiKhet instructions and, where applicable, by an authorized or suitably trained installer.

6.2 Incorrect installation, wiring, voltage, mounting, calibration, sensor placement, tampering, modification or use outside supported specifications may result in inaccurate data, loss of functionality, Device failure or damage.

6.3 The Services may depend on GPS/GNSS signals, cellular or IoT connectivity, Wi-Fi, Bluetooth, SIM services, cloud infrastructure, power supply, APIs, satellite signals and third-party networks. Coverage, latency and availability may vary by location and provider.

6.4 The Services are supported only for machine makes, models, sensors, configurations and use cases identified by DigiKhet as compatible. Use with unsupported, materially modified or incorrectly configured equipment is at your risk and may affect performance or warranty coverage.

6.5 Unless expressly included in your Subscription or order, charges for telecom/data service, field visits, installation, third-party platforms, external sensors, replacement consumables and similar third-party services are your responsibility.

6.6 Title to a Device will pass or remain with DigiKhet as specified in the applicable invoice, order form, rental arrangement, Subscription or written agreement. Software is licensed, not sold.

7. Acceptable Use

You agree that you will not, and will not permit another person to:

- resell, sublicense, rent, lease, time-share or commercially exploit access to the Services, Device or Software without DigiKhet's prior written authorization;

- reverse engineer, decompile, disassemble, copy, modify or create derivative works from the Device, Software or Services, except to the extent such restriction is prohibited by applicable law;
- tamper with, disable, bypass or interfere with Device identifiers, SIM controls, firmware, security features, Subscription controls, access controls or related systems;
- attempt to gain unauthorized access to another account, Device, network, database, API, feature or data;
- use the Services for unlawful tracking, harassment, surveillance, fraud, deception or any purpose for which you do not have required authority or consent;
- upload malicious code or content that is unlawful, infringing, defamatory, obscene, threatening, harassing or otherwise prohibited by law;
- interfere with the integrity, security or performance of the Services or conduct unauthorized penetration testing;
- use the Services in a manner that distracts an operator from safely driving or operating machinery or that violates road, workplace, agricultural or safety laws; or
- provide false account, Device, payment, ownership, tractor, equipment or installation information.

7.2 You are responsible for obtaining any consent or authorization required before installing or using tracking or monitoring equipment on any tractor, implement, vehicle, property, worker-associated asset or third-party equipment.

8. Product-Specific Conditions and Data Accuracy

8.1 Agri Telematics

Telematics information may be derived from GPS/GNSS, Device inputs, vehicle wiring, sensors, network data, algorithms and user-provided information. Fuel consumption, fuel level, distance, area coverage, ignition status, working hours and implement activity may be estimates or calculated values unless expressly stated otherwise.

DigiKhet is not an emergency-response, theft-recovery, anti-theft, vehicle-diagnostic, insurance-assessment or regulatory-compliance service. You must not rely on DigiKhet as the sole method for preventing theft, responding to emergencies, determining mechanical safety, enforcing financing or satisfying a legal or regulatory requirement.

8.2 Automatic Weather Station

AWS measurements may be affected by sensor specifications, station siting, installation height, shading, surrounding structures, local microclimate, calibration, maintenance, fouling, power and connectivity. Unless DigiKhet expressly certifies a particular use in writing, AWS data is not an official meteorological warning service and must not be used as the sole basis for aviation, flood-control, disaster-management, life-safety or other safety-critical decisions.

8.3 Smart Sensor Gateway and Connected Sensors

Sensor data depends on compatibility, installation, calibration, environmental exposure, maintenance, power, network availability and sensor specifications. DigiKhet is not responsible for the intrinsic accuracy, certification or failure of a third-party sensor except to the extent expressly stated in a written DigiKhet agreement.

Threshold alerts and automation triggers are informational tools and can be delayed, missed or inaccurate because of Device, sensor, power, network, cloud or configuration issues. Users must maintain appropriate independent safeguards where a missed or incorrect alert could cause material loss, crop damage, spoilage, equipment damage or safety risk.

9. Software, Firmware and Updates

9.1 We may provide automatic or manual software, firmware, configuration, security or feature updates. You authorize DigiKhet to deliver and, where technically supported, install such updates.

9.2 Failure to permit or install updates may affect security, compatibility, accuracy or functionality. DigiKhet does not guarantee indefinite support for every legacy Device, mobile operating system, tractor model, sensor or third-party integration.

9.3 Features identified as beta, pilot, preview or experimental may contain errors, may change without notice and should not be used for safety-critical or legally determinative purposes.

10. Intellectual Property Rights

10.1 DigiKhet and its licensors retain all rights, title and interest in the Services, Software, App, dashboards, firmware, Device designs, documentation, algorithms, interfaces, reports, graphics, trademarks, logos and other intellectual property, except Your Content and third-party materials.

10.2 Subject to these Terms and any applicable payment obligations, DigiKhet grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to access and use the Software and Services during the applicable Service term for your internal, lawful purposes.

10.3 You may not use DigiKhet's name, trademarks, logos or brand assets, or those of any OEM, supplier or partner, except with prior written authorization or under an applicable partner agreement.

10.4 Feedback, suggestions or ideas that you voluntarily provide about the Services may be used by DigiKhet without payment or restriction, provided that personal data contained in such feedback will be handled in accordance with the Privacy Policy.

11. Your Content, Device Data and Privacy

11.1 You remain responsible for Your Content and represent that you have all rights, permissions and lawful authority necessary to submit or make it available through the Services.

11.2 You grant DigiKhet a worldwide, non-exclusive, royalty-free licence to host, store, transmit, reproduce, process and display Your Content only to the extent reasonably necessary to provide, maintain, secure, support and improve the Services, comply with law and exercise rights described in these Terms and the Privacy Policy.

11.3 Telematics, location, weather, sensor, Device, diagnostic and usage data generated through the Services will be collected, used, stored, shared and retained in accordance with the DigiKhet Privacy Policy.

11.4 DigiKhet may create and use aggregated or de-identified information that does not reasonably identify you for analytics, benchmarking, product improvement, research, service planning and other lawful business purposes, subject to applicable law.

11.5 If there is a conflict between these Terms and the Privacy Policy solely regarding the processing of personal data, the Privacy Policy will govern that issue.

12. Third-Party Services and Integrations

12.1 The Services may depend on or integrate with mapping providers, telecom/SIM operators, cloud providers, payment processors, application stores, messaging platforms, OEM systems, sensor vendors and other third parties.

12.2 Third-party products and services are governed by their own terms and privacy practices. DigiKhet is not responsible for the independent acts, outages, security, content or contractual obligations of third-party providers, except where liability cannot be excluded under applicable law.

12.3 If you obtain access through a dealer, distributor, OEM, institution or enterprise customer, additional commercial or operational terms may apply to the extent they have been properly communicated to you.

13. Fees, Payment, Taxes, Subscription and Renewal

13.1 Hardware charges, installation charges, Subscription fees, connectivity/SIM fees, API/integration fees, service charges and applicable taxes will be as stated in the relevant quotation, invoice, order form, dealer terms or Subscription plan.

13.2 Unless otherwise agreed in writing, fees are payable in advance and are exclusive of applicable taxes. You are responsible for applicable duties, levies and statutory charges associated with your purchase or use of the Services, other than taxes imposed on DigiKhet's income.

13.3 Certain Services require periodic renewal. If you do not renew before expiry, some or all connectivity, cloud, dashboard, alert, API, historical-data or support features may be suspended or become unavailable.

13.4 If recurring billing is offered and you expressly opt in, the applicable payment processor may charge your selected payment method in accordance with the plan until you cancel that recurring billing.

13.5 DigiKhet may revise prices prospectively. We will provide reasonable advance notice of a material price change affecting an existing recurring Subscription. Unless required by law, a price change will not alter fees already paid for a fixed active term.

13.6 You are responsible for charges imposed by your mobile operator, internet provider, bank, payment provider or other third party in connection with your use of the Services.

14. Warranty, Returns and Refunds

14.1 Device warranty, replacement, repair, return eligibility and refunds are governed by the applicable DigiKhet Warranty and Refund Policy, invoice, order form or written commercial agreement.

14.2 Any warranty may be subject to exclusions for misuse, unauthorized repair or modification, physical damage, incorrect installation or voltage, accident, tampering, use outside specified conditions, unsupported third-party accessories or sensors, abnormal environmental exposure or other exclusions stated in the applicable warranty terms.

14.3 Any statutory rights available to a consumer under applicable law remain unaffected.

14.4 Billing disputes should be raised promptly after the relevant charge is identified. Refund eligibility will be determined under the applicable refund terms and applicable law; nothing in these Terms is intended to restrict a non-waivable statutory remedy.

15. Communications, Alerts and Notifications

15.1 DigiKhet may send operational communications including OTPs, security notices, geofence/theft alerts, service reminders, Subscription notices, Device alerts, maintenance notices and support messages through the App, SMS, email, push notification, WhatsApp or other configured channels, subject to applicable law.

15.2 Promotional communications, where sent, will be handled in accordance with applicable law and the Privacy Policy, including applicable opt-out mechanisms.

15.3 Delivery of any alert or notification is not guaranteed and may be delayed or fail because of Device power, network conditions, GPS availability, server incidents, third-party platforms, configuration issues or inaccurate contact details.

16. Service Availability and Disclaimer of Warranties

16.1 To the maximum extent permitted by applicable law, the Services are provided on an "as available" basis. Except for warranties expressly provided in writing, DigiKhet disclaims implied warranties to the extent they may lawfully be excluded.

16.2 We do not guarantee uninterrupted, error-free or real-time availability, or that location, fuel, telematics, weather, sensor, area, distance, working-hour, alert or analytics data will always be accurate, complete or available.

16.3 The Services are technology tools and do not constitute professional agronomic, meteorological, engineering, mechanical, legal, financial, insurance or safety advice unless expressly provided under a separate written professional-services agreement.

16.4 You remain responsible for verifying information before using it for significant operational, financial, legal, insurance, safety, maintenance, crop-management or compliance decisions.

16.5 Nothing in these Terms excludes or limits any guarantee, warranty, condition, remedy or consumer right that cannot lawfully be excluded or limited.

17. Limitation of Liability

17.1 To the maximum extent permitted by applicable law, DigiKhet and its affiliates, directors, officers, employees, agents and licensors will not be liable for indirect, incidental, special, exemplary, punitive or consequential loss, including loss of profit, revenue, business opportunity, anticipated savings, goodwill or data, arising from or relating to the Services.

17.2 To the maximum extent permitted by applicable law, DigiKhet will not be liable for losses arising from inaccurate or delayed GPS, fuel, weather or sensor data; third-party network or platform failures; unsupported installation or modification; third-party sensors; loss of power or connectivity; user configuration; or failure to receive, verify or act on an alert.

17.3 Subject to Section 17.4, DigiKhet's aggregate liability arising from or relating to the affected Service will not exceed the amount actually paid by you to DigiKhet for that Service during the Six (6) months immediately preceding the event giving rise to the claim, or INR 5,000, whichever is higher.

17.4 The exclusions and limitations in this Section apply only to the extent permitted by applicable law and do not apply to liability that cannot lawfully be excluded or limited, including liability for fraud or other non-excludable statutory liability.

18. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold harmless DigiKhet, its affiliates, directors, officers, employees and agents from third-party claims, losses, liabilities and reasonable costs arising from: (a) your

unlawful or unauthorized use of the Services; (b) your breach of these Terms; (c) Your Content or your infringement of third-party rights; (d) installation or use of tracking/monitoring equipment without required authority or consent; or (e) your violation of applicable law, except to the extent the claim is caused by DigiKhet's own breach, negligence or unlawful conduct.

19. Suspension and Termination

19.1 These Terms apply from the first time you access or use the Services and continue until terminated.

19.2 You may stop using the Services at any time. Where account deletion is available, you may request deletion through the App or by contacting support@digikhet.in, subject to lawful retention requirements described in the Privacy Policy.

19.3 DigiKhet may suspend, restrict or terminate access where reasonably necessary because of non-payment, Subscription expiry, security risk, fraud, misuse, breach of these Terms, unlawful use, required maintenance, technical risk or a legal or regulatory requirement.

19.4 Where practicable and appropriate, we will provide notice before a material suspension or termination. Immediate action may be taken where reasonably necessary to protect users, systems, data, third parties or legal compliance.

19.5 On termination, your right to use the affected Services ends. Any refund of unused prepaid fees will be determined under the applicable order, Subscription, refund terms and applicable law.

19.6 Provisions that by their nature should survive termination, including payment obligations, intellectual property, data/privacy provisions, limitations of liability, indemnity, dispute provisions and lawful retention obligations, will survive termination.

20. Force Majeure

DigiKhet will not be liable for delay or failure caused by events beyond its reasonable control, including natural disasters, flood, fire, epidemic, war, civil disturbance, government action, telecom or internet failure, satellite/GNSS outage, power failure, cloud or third-party infrastructure outage, supply-chain disruption, labour action or similar events. DigiKhet will use reasonable efforts to restore affected Services when practicable.

21. Compliance with Law

21.1 You must use the Services in compliance with applicable laws and regulations, including laws relating to privacy, tracking, telecommunications, electrical installation, workplace and machinery safety, vehicle operation, consumer protection and use of agricultural or environmental monitoring equipment.

21.2 DigiKhet may preserve, disclose or provide information where required by applicable law, lawful court order or a valid request from a competent authority, in accordance with the Privacy Policy and applicable legal requirements.

22. Dealer, OEM, Enterprise and Institutional Use

22.1 Dealers, distributors, OEMs, insurers, financiers, enterprises, institutions and government customers may be subject to additional written terms concerning pricing, device allocation, installation, APIs, data access, support, service levels, integration, branding or customer management.

22.2 Organization administrators are responsible for managing authorized users and ensuring that persons who access organization dashboards, dealer applications, APIs or customer information have appropriate authority.

22.3 If a user is provisioned through an Organization, the Organization may control certain account or Device settings and may have access to information as described in the applicable agreement and Privacy Policy.

23. General Provisions

23.1 Assignment. You may not assign or transfer these Terms without DigiKhet's prior written consent. DigiKhet may assign these Terms in connection with a merger, acquisition, corporate reorganization, sale or transfer of all or a substantial part of its relevant business or assets, subject to applicable law.

23.2 Severability. If any provision is held invalid or unenforceable, it will be modified or applied to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in effect.

23.3 No Waiver. A failure or delay to enforce any provision does not waive that provision or any other right.

23.4 Entire Agreement. These Terms, together with the Privacy Policy, applicable product/warranty/refund terms and any applicable written commercial agreement, constitute the agreement governing the Services and supersede prior understandings on the same subject matter.

23.5 Notices. We may provide notices through the App, website, email, SMS or the contact details registered to your account. You may send notices to DigiKhet using the contact details in Section 25.

23.6 Language. These Terms may be translated into other languages. In the event of inconsistency, the English version will prevail to the extent permitted by law.

23.7 Headings are for convenience only and do not affect interpretation.

24. Governing Law and Dispute Resolution

24.1 These Terms are governed by the laws of India, without regard to conflict-of-law principles, subject to any mandatory rights or remedies available under applicable law.

24.2 Before commencing formal proceedings, the parties should make reasonable good-faith efforts to resolve the dispute through the grievance/contact process in Section 25, except where urgent interim or injunctive relief is required.

24.3 Subject to applicable law and any mandatory forum available to a consumer, the courts at Hyderabad, Telangana, India will have jurisdiction over disputes arising out of or relating to these Terms or the Services.

24.4 Nothing in this Section restricts any right of a consumer to approach a consumer commission, regulator or other forum that has mandatory jurisdiction under applicable law.

25. Grievance and Contact

If you have questions, complaints, support requests, legal notices or grievances regarding these Terms or the Services, please contact:

DigiKhet Private Limited

Registered Office: 8th Floor, Vasavi Sky City, Gachibowli, Hyderabad, Telangana - 500032, India

Email: support@digikhet.in

Website: <https://www.digikhet.ai/>

26. Acceptance

By creating an account, purchasing, installing, activating, accessing or using a DigiKhet Device or Service after the Effective Date, you acknowledge that you have read, understood and agree to be bound by these Terms of Service.

☐ **I have read, understood and agree to be bound by the DigiKhet Terms of Service.**