

## **GENERAL TERMS & CONDITIONS**

Krisvanya Organic Guru (hereinafter referred to as “OGFRESH”, “Company”, “we”, “us”, or “our”) operates and manages the mobile application, website and related services under the brand name **OGFRESH** (collectively referred to as the “Platform” and “Services”).

These General Terms & Conditions (“General T&Cs”), along with related policies including but not limited to the Privacy Policy, Cancellation & Refund Policy, and any other policies published on the Platform, govern your use of OGCART.

By accessing or using the Platform, you (“User”, “Customer”, or “you”) agree to be bound by these General T&Cs.

OGFRESH reserves the right to modify or amend these Terms at any time without prior notice. Continued use of the Platform constitutes acceptance of such modifications.

### **1. About OGFRESH**

OGFRESH is a farmer-to-customer platform that connects verified organic farmers, Farmer Producer Organizations (FPOs), Self Help Groups (SHGs), and other producers directly with end consumers for the sale of organic vegetables, fruits, groceries, and value-added products.

OGFRESH operates as:

- A direct seller of certain products, and / or
- A marketplace facilitating transactions between Customers and third-party sellers.

### **2. Eligibility**

2.1 Services are available only in selected locations in India.

2.2 Persons who are legally incompetent to contract under the Indian Contract Act, 1872 are not eligible to use the Platform.

2.3 If you are below 18 years of age, you may use the Platform only under supervision of a parent or legal guardian.

2.4 Products intended for adult consumption shall not be sold to minors.

### **3. Account Registration**

3.1 Users must register and create an account to place orders.

3.2 You agree to provide accurate and complete information.

3.3 You are responsible for maintaining confidentiality of your login credentials.

3.4 OGFRESH reserves the right to suspend accounts found providing false information or misusing the Platform.

### **4. Personal Information**

During registration and usage, OGFRESH may collect:

- Name, Mobile number, Email address, Delivery address, Payment details, Order history, Browsing behaviour.

All personal data is handled in accordance with our Privacy Policy and applicable Indian laws.

## **5. Pricing & Product Information**

5.1 Prices displayed are inclusive of applicable taxes unless stated otherwise.

5.2 Prices of fresh produce may vary based on actual weight at delivery.

5.3 In case of weight variation, the final payable amount may be adjusted accordingly.

5.4 OGFRESH makes every effort to ensure product descriptions and images are accurate; however, minor variations may occur.

## **6. Orders & Payments**

Orders placed on the Platform constitute an offer to purchase and shall be subject to acceptance by OGFRESH, which reserves the right, at its sole discretion, to accept, reject, or cancel any order; payments may be made through authorized third-party payment gateways using UPI, debit card, credit card, net banking, wallet, Cash on Delivery (COD) in selected serviceable areas, or other approved payment methods, and the Company does not store card or banking details, with orders being confirmed only upon successful payment authorization or COD confirmation, and any applicable delivery, handling, packaging, convenience, or service charges shall be displayed to the User at the time of checkout

## **7. Cancellation & Refund Policy**

7.1 Orders may be cancelled before dispatch, subject to availability of cancellation option.

7.2 Fresh and perishable items are generally non-returnable unless damaged, defective, or incorrectly delivered.

7.3 Refunds will be processed to the original source of payment or wallet (if applicable) within a reasonable time.

7.4 In case of wrong, damaged, or near-expiry product delivery, customers must notify OGFRESH within 24 hours of delivery.

## **8. Delivery Policy**

Delivery timelines displayed on the Platform are indicative estimates and may vary due to operational conditions or logistics constraints, the Company may undertake delivery through its own logistics network and / or authorized third-party service providers, the Customer is solely responsible for providing accurate and complete delivery details, risk of loss and title to the products shall transfer to the Customer upon successful delivery at the designated address, failed delivery attempts arising from incorrect address, unavailability, or refusal to accept delivery may result in additional re-delivery or handling charges, and the Company shall not be liable for delays or failure in performance caused by events beyond its reasonable control, including but not limited to natural disasters, strikes, transportation disruptions, or governmental restrictions.

## **9. Use of Platform – Prohibited Activities**

You agree not to:

- Post unlawful, abusive, or harmful content
- Attempt unauthorized access to the Platform
- Interfere with system security
- Use automated tools (bots, scraping, crawling)
- Resell products purchased for commercial purposes unless authorized

- Discriminate against delivery personnel or service providers

Violation may result in suspension or termination of your account.

## **10. Marketplace Disclaimer (For Third-Party Sellers)**

10.1 OGFRESH may list products from third-party farmers, FPOs, SHGs, or vendors.

10.2 OGFRESH does not assume ownership of third-party listed products unless explicitly stated.

10.3 Pricing, product quality, and labelling of third-party products remain the responsibility of the respective seller.

10.4 OGFRESH shall not be liable for disputes arising directly between Customer and third-party sellers.

## **11. Intellectual Property**

All content on the Platform including:

- Logo, Brand name, Designs, Text, Images, Software

are the intellectual property of OGFRESH or its licensors and are protected under applicable laws.

Unauthorized use is prohibited.

## **12. Limitation of Liability**

To the maximum extent permitted by law:

- OGFRESH shall not be liable for indirect, incidental, or consequential damages.
- Services are provided on an “as is” basis.
- OGFRESH does not guarantee uninterrupted or error-free service.

## **13. Indemnity**

You agree to indemnify and hold OGFRESH harmless from any claims, damages, liabilities, or expenses arising out of:

- Your misuse of the Platform
- Violation of these Terms
- Violation of applicable laws

## **14. Governing Law & Jurisdiction**

These Terms shall be governed by the laws of India.

Any disputes shall be subject to the exclusive jurisdiction of courts located Krisvanya Organic Guru Bengaluru, Karnataka, India – 560068

Arbitration, if applicable, shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

## **15. Termination**

OGFRESH may suspend or terminate access to the Platform without prior notice in case of violation of these Terms.

Users may discontinue usage at any time.

## **16. Customer Support**

For any queries, complaints, or support:

Email: [admin@ogcart.in](mailto:admin@ogcart.in)

## **FOOD & FARM PRODUCTS TERMS**

OGFRESH may provide:

- Fresh vegetables & fruits
- Organic groceries
- Value-added farm products
- Ready-to-cook or processed organic items

Certain perishable products are non-returnable due to food safety regulations.

Refunds for cancelled food orders will be processed to the original source of payment.

## **WALLET / PROMOTIONAL CREDIT (If Applicable)**

If OGFRESH introduces a wallet system or promotional credits:

- Wallet balance may be used only for purchases on OGFRESH.
- Promotional credits cannot be withdrawn as cash.
- Credits may carry expiry dates.
- OGFRESH reserves the right to modify wallet terms.

## **Electronic Record Declaration**

This document is an electronic record under the Information Technology Act, 2000 and applicable rules.