

TERMS & CONDITIONS

INTRODUCTION & ACKNOWLEDGEMENT

Nkosh India Private Limited (the "Company") maintains this website www.nkoshapp.in and mobile app – NKOSH APP on Google Android Play Store, mobile optimized versions of the Website, digital applications, and other media formats for the purposes of use and promotion of the Company (collectively and individually, the "Website") for providing buyers and sellers better prices, increased working capital and optimised logistics.

Access and use of this Website by you are governed exclusively by these Terms and Conditions ("Terms and Conditions").

The Terms and Conditions are between you and the Company. User understands and accepts that the Company maintains the Website (defined herein below) to provide visitors with information about the Company, its services (defined herein below) and products.

You also accept that you are required to read the below mentioned Terms and Conditions, and any use of the Website constitutes your acceptance and agreement to be bound by such terms, and the changes made to these Terms and Conditions from time to time, relating to your usage of the Website as communicated and made available on the Company's Website.

DEFINITIONS AND INTERPRETATION

"Applicable Law" means all laws, ordinance, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any governmental authority / court of law having jurisdiction over the relevant matter including any interpretations thereof, in effect.

"**Intellectual Property Rights**" means all patents, designs and drawings, trademarks, service marks, logos, domain names and utility models, copyrights, inventions, brand names and business names and any similar rights and the benefit (subject to the burden) of any of the foregoing (in each case whether registered or otherwise, and includes applications for the grant of any of the foregoing and the right to apply for any of the foregoing in any part of the world).

"**Privacy Policy**" shall mean the Privacy Policy available on the Website. "Services" means and includes disbursement of loans to buyers, enabling immediate payment to suppliers, buyer and seller ratings to bring accountability, incentivise good behaviour and address trust deficit,

easy and convenient bookkeeping, managing large value transactions, access to the largest network of verified buyers and sellers with accurate price data and aggregation to reduce cost, eliminate wastage and cater to partial truck load requirements.

"Transaction Documents" means the various documents required to be executed by a User to obtain the Services of the Company on and/or from the Website.

"User(s) / you" means you, and does not include your permitted assigns, successors, heirs and legal representatives, unless the context requires otherwise.

"User Account" means the personal online account created by User to gain access and use the Website.

Accordingly, the terms "Nkosh India", "Nkosh", "Website", "we", "our" and "us" in these Terms and Conditions refer to the Company.

PROPRIETARY RIGHTS

User acknowledges and agrees that **Nkosh India Private Limited** ("Company") owns all legal rights, title, and interest in and to the **NKosh App**, including all Intellectual Property Rights subsisting in the App and its Services (whether such rights are registered or unregistered, and wherever in the world such rights may exist). User further acknowledges that the App and its Services may contain information designated as confidential by the Company and agrees not to disclose such information without the Company's prior written consent.

Unless otherwise agreed in writing by the Company, nothing contained in these Terms and Conditions grants the User any right to use the Company's trade names, trademarks, service marks, logos, domain names, or any other distinctive brand features associated with the **NKosh App**.

Unless expressly authorized in writing by the Company, the User agrees that while using the **NKosh App** or its Services, the User shall not use any trademark, service mark, trade name, logo, or other branding of any company or organization in any manner that is likely to cause confusion regarding the ownership, affiliation, sponsorship, or authorized use of such marks, names, or logos.

USER ACCOUNTS

To access the Services or the NKosh App, a User must first register an account through the App ("User Account"). A User must be at least 18 (eighteen) years of age to be eligible to register an account with us.

By registering an account with us ("Registered User"), the User represents and warrants that they are at least 18 years old, that all information submitted is true, accurate, and complete,

and that they shall comply with these Terms and Conditions. The User further represents and warrants that: (a) all required registration information submitted by the User is truthful, accurate, and complete; and (b) the User will maintain the accuracy of such information.

The User shall be solely responsible for maintaining the confidentiality of their User Account and login credentials. The Company shall not be responsible for any misuse of the User Account by any third party, whether authorized by the User or not. A User shall not use another User's account without the prior permission of such User and the Company. Users are also prohibited from sharing their login credentials, allowing anyone else to access their account, or engaging in any activity that may compromise the security of their User Account.

Users are responsible for all activities carried out through their User Account resulting from any failure to maintain the confidentiality of their account credentials and may be held liable for any losses arising from such failure. Users agree to notify the Company immediately of any unauthorized use of their User Account or any other breach of security.

The Company reserves the right, at its sole discretion, to refuse, suspend, or terminate access to the NKosh App or its Services for any person or entity, including by modifying the eligibility criteria or account requirements at any time.

PAYMENTS & TRANSACTIONS

The NKosh App may facilitate payments, financing services, buyer-seller transactions, logistics support, and other related services. Users acknowledge that all transactions initiated through the App are subject to applicable laws, banking regulations, and third-party payment service providers.

The Company does not guarantee uninterrupted processing of transactions and shall not be liable for delays caused by banks, payment gateways, telecom operators, internet service providers, or other third-party service providers.

Users are solely responsible for verifying the accuracy of transaction details before confirming any payment or financial activity.

LOCATION SERVICES

Certain features of the NKosh App may require access to the User's device location. By enabling location services, the User consents to the collection and processing of location information solely for providing location-based services, improving operational efficiency, and enhancing the User experience.

Users may disable location permissions at any time through their device settings; however, certain App functionalities may become unavailable or limited.

THIRD-PARTY SERVICES

The NKosh App may integrate with third-party service providers including payment gateways, mapping services, SMS gateways, cloud services, authentication providers, analytics tools, and logistics partners.

The Company shall not be responsible for the availability, accuracy, security, or privacy practices of such third-party services. Users are advised to review the applicable terms and privacy policies of such third parties.

DATA SECURITY

The Company implements reasonable administrative, technical, and organizational measures to safeguard User information against unauthorized access, disclosure, alteration, or destruction.

However, no electronic transmission or storage system can be guaranteed to be completely secure. Accordingly, the Company does not warrant absolute security of any information transmitted through the NKosh App.

SUSPENSION AND TERMINATION

The Company reserves the right, at its sole discretion, to suspend, restrict, deactivate, or permanently terminate any User Account without prior notice if the User violates these Terms & Conditions, applicable laws, engages in fraudulent activity, provides false information, or misuses the Services.

Termination of a User Account shall not affect any rights, obligations, liabilities, or payments accrued prior to such termination.

DISCLAIMER

The NKosh App and its Services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, whether express or implied.

The Company does not warrant that the App will operate without interruption, be error-free, secure, or free from viruses or other harmful components. Users access and use the App at their own risk.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, consequential, punitive, or special damages arising out of or relating to the use or inability to use the NKosh App or its Services.

The Company shall not be responsible for losses resulting from internet failures, unauthorized access, force majeure events, system outages, or third-party service interruptions.

CHANGES TO TERMS & CONDITIONS

The Company reserves the right to modify, amend, update, or revise these Terms & Conditions at any time without prior notice.

Updated Terms & Conditions shall become effective immediately upon publication on the NKosh App or the Company's official website. Continued use of the App after such modifications shall constitute acceptance of the revised Terms & Conditions.

CONTACT INFORMATION

For any questions, concerns, complaints, or requests relating to these Terms & Conditions or the NKosh App, Users may contact:

Nkosh India Private Limited

Email: support@nkosh.in

Website: <https://nkoshapp.in>

The Company will make reasonable efforts to respond to User queries within a reasonable period.