

Terms of Service

Welcome to PInCER —Crops Outlook Report. We're glad you're here, and we hope you enjoy everything we have to offer.

Please read these Terms carefully because they are a binding agreement between You and RMSI Pvt. Ltd., ("RMSI" or "We").

By accepting this agreement, either by clicking a box indicating your acceptance or by executing an order form that references this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

1. DEFINITIONS

"We," "Us" or "Our" means the RMSI Private Limited ("Company") a private limited company registered under the Companies Act 1956, and having its Corporate office at A-8, Sector 16, Noida, UP, India, where such expression shall, unless repugnant to the context thereof, be deemed to include its subsidiaries, representatives, administrators, employees, directors, officers, agents and their successors and assigns.

"You", "Your" or "User" means the Company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. "Your Data" means all electronic data or information submitted by You to the Purchased Services.

"User" means your employees who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request).

"PInCER"(profiler for insured crop exposure and risk). It is the brand name owned by RMSI and stands for a portal www.pincer.rmsi.com which contains information, analytics and services delivery interface related to crop yield estimation, crop health and crop insurance.

"PMFBY" means Pradhan Mantri Fasal Bima Yojna.

"Purchased Services" means Crops Outlook Report service. This is a one-time "buy, pay and use" reporting service. You can download the report/s from pincer.rmsi.com portal after paying the price/fees as calculated in the Fees & Payment for Purchased Services section of the portal.

"Cookies" are small bits of text that are either used for the duration of a session (session cookies) or saved on a user's hard drive in order to identify that user or information about that user the next time she/he logs onto a website (persistent cookies). This website does not use persistent cookies or any other persistent tracking technology. One or more of our component sites may use session cookies to provide streamlined navigation. These session cookies are deleted from the component's server after your session ends, and information from them is not collected or saved.

2. PURCHASED SERVICES

2.1 We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are for the features and functionalities that are built into pincer.rmsi.com on the date of this Agreement and are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

This product will help you generate a report for crop outlook, this report aims to forecast / estimate the following:

- Sown Area (ha)
- Average Yield (t/ha)
- Total Crop Production (t)

2.2 You will be allowed to generate the report/s for Kharif season in April and for Rabi season in October.

3. USER OBLIGATION/ RESTRICTIONS

3.1 If you are buying the report for your own use, then you must not share the report with any other entity.

3.2 If you are an insurance broker and are buying the report for the use of your client, then you must declare the name of the intended client and not share the report with any entity other than the one declared at the time of making the purchase. Reports may be shared with multiple clients but the declaration of each intended recipient needs to be made at the time of purchase and the additional fee, as applicable, needs to be paid.

3.3 You must not use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website

3.4 Use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.5 You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, or other malicious computer software.

3.6 You must not conduct any systematic or automated data collection activities including without limitation scraping, data mining, data extraction and data harvesting on or in relation to our website without our express written consent.

4. INFORMATION PROTECTION

4.1 RMSI Pvt. Ltd. collects no personal information about you when you visit our website unless you choose to provide that information to us. Here is how we handle information about your visit to www.pincer.rmsi.com:

If you do nothing during your visit but browse through the website, read pages or download information, we will gather and store certain information about your visit automatically. This information does not identify you personally. We automatically collect and store information such as the following concerning your visit:

- The Internet domain (for example, "xcompany.com" if you use a private Internet access account, or "yourschool.edu" if you connect from a university's domain);
- Your IP address (an IP address is a number that is automatically assigned to your computer whenever you are surfing the Web) from which you access our website.
- The type of browser and operating system used to access our site;
- The date and time you access our site;
- The pages you visit; and
- If you linked to our website from another website, the address of that website.
- Any products to the shopping cart

We use this information to help us make our site more useful to visitors — to learn about the number of visitors to our site and the types of technology our visitors use.

- 4.2** We do not collect personally-identifiable information unless you choose to provide it to us. If you provide us with personally identifiable information (e.g., by sending an e-mail or by filling out a form and submitting it through our website), we use that information only to respond to your message and to help us provide you with the information and services that you request. Submitting voluntary information constitutes your consent to the use of the information for the stated purpose. When users click the "Submit" button on any of the Web forms found on our site, they are indicating voluntary consent to use of the information they submit for the stated purpose. We do not collect or use information for commercial marketing.

The information we collect is used for a variety of purposes (e.g., comments on proposed rules; license applications; to respond to requests for information about our regulations and policies; and to fill orders). We make every effort to disclose clearly how information is used at the point where it is collected, so that our users can determine for themselves whether they wish to provide the information.

- 4.3** RMSI Pvt. Ltd. undertakes to ensure the protection and security of User Data that user chooses to communicate, in order to ensure the confidentiality of User Data and prevent the Data from being distorted, damaged, destroyed or disclosed to unauthorized parties.

RMSI Pvt. Ltd. maintains reasonable physical, electronic, and procedural safeguards to protect User Data from loss, misuse and unauthorized access, disclosure, alternation and destruction. As part of those safeguards, RMSI Pvt. Ltd. employs sophisticated technology and hosts this service on Cloud along with all barriers which is specifically designed to protect User Data during its transmission and prevent transmission errors or unauthorized acts of third parties.

For site security purposes and to ensure that this service remains available to all users, PIER™ Online monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. If such monitoring reveals evidence of possible abuse or criminal activity, such evidence may be provided to appropriate law enforcement officials. Unauthorized attempts to upload or change information on this server are strictly prohibited and may be punishable under the Information Technology Act, 2000, or other law.

- 4.4** However, while RMSI Pvt. Ltd. strives to protect User Data, in light of the inevitable risks of data transmission over the internet, RMSI Pvt. Ltd. cannot guarantee full protection against any error occurring during the course of Personal Data transmission which is beyond RMSI Pvt. Ltd.'s reasonable control.

- 4.5** Since all User Data is confidential, access is limited to employees, contractors and agents of RMSI Pvt. Ltd. or RMSI Pvt. Ltd. Group Companies who have a need to know such data in carrying out their tasks. All the people who have access to Your Personal Data are bound by a duty of confidentiality and subject to disciplinary actions and/or other sanctions if they fail to meet these obligations.

However, it is important for the user to exercise caution to prevent unauthorized access to Your Personal Data. The user is responsible for the confidentiality of his/her password and information appearing on his/her account. Consequently, the user must ensure that he/she logs out of the session in the event of shared use of a computer.

5. RETENTION OF REPORTS

- 5.1** Unless otherwise agreed in writing, RMSI Pvt. Ltd. shall retain copies of analytical reports and the locations for which they were generated for a period of ten years, after which the reports and location data may be destroyed. If the client requests additional copies of the analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.
- 5.2** Electronically submitted information is maintained, unless requested by the user or the Company with which the User is associated to.

6. RIGHT OF ACCESS TO AND RECTIFICATION OF THE DATA

- 6.1** RMSI Pvt. Ltd. will take reasonable steps to ensure that any Data collected is used for the purposes stated in this Privacy Policy User has a right to access his/her Personal Data. In addition, user has a right to request for the rectification, completion, or update of his/her Personal Data. You also have a right to obtain a copy of the Personal Data stored by RMSI Pvt. Ltd.
- 6.2** If user has an account, he/she can exercise their rights of access to and rectification of the Personal Data by logging on to his/her account. Otherwise, user may exercise his/her rights of access to and rectification of the data by sending an email to the following address: PINCERSupport@rmsi.com.

7. CONFIDENTIALITY

- 7.1** "Confidential Information" means any documents, materials or information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") which (i) is in tangible, visual, or electronic form and clearly marked as proprietary or confidential, (ii) is communicated orally, and confirmed in writing to be confidential or proprietary within 10 business days of disclosure, (iii) is in tangible, visual, or electronic form but not marked as proprietary or confidential if the custom in the industry is to treat such information as confidential or proprietary information; or (iv) is RMSI Technology which RMSI licenses, provides or makes available to Company. Notwithstanding the foregoing, Confidential Information does not include information (a) the Disclosing Party makes available to others without restrictions; (b) the Receiving Party rightfully receives from a third party which has disclosed such information without any obligation itself to maintain the confidentiality of such information; (c) the Receiving Party has or knows of prior to first receiving the Confidential Information; (d) the Receiving Party has independently developed without use of or reference to the Confidential Information; or (e) information that is produced pursuant to an order or requirement of a court, administrative agency, or other governmental body without restrictions on subsequent use or disclosure; provided that the Receiving Party notifies the Disclosing Party promptly upon receipt of such order or requirement to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- 7.2** The Receiving Party may use the Confidential Information solely for the purpose for which the Disclosing Party provided the Confidential Information (the "Purpose"). The Receiving Party will (i) not disclose Confidential Information to any third party; (ii) use Confidential Information only for the Purpose; (iii) limit the disclosure of the Confidential Information only to its Personnel who have a need to know and who have entered into a written confidentiality agreement under which such Personnel agree to disclose or use the Confidential Information solely for the Purpose; and (iv) use the same degree of care to prevent disclosure or use of the Confidential Information for other than the Purpose

that it would use for its own Confidential Information (but in no case with less than a reasonable degree of care).

- 7.3** As already noted under 3.1 and 3.2 if the receiving party is a broker then the Receiving Party has an obligation to declare the name/s of the intended recipient/s. All terms including terms of confidentiality would apply to the declared intended recipients in addition to the Receiving Party. In no case may the report be shared to a user entity whose name has not been declared at the time of making the purchase.
- 7.4** Unless otherwise agreed to in writing by the Parties, no license to the Receiving Party, under any patent, trademark, copyright, or any other intellectual property right of the Disclosing Party, is either granted or implied by the disclosure of Confidential Information to the Receiving Party.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1** RMSI will retain ownership of the copyright and all other intellectual property rights arising out of the provision of the Services/Solution in whatever form, excluding, however, any source or reference materials, computer programs, documentation and similar pre-existing intellectual property rights or information proprietary to User that are used to produce the Services / Deliverables ("Source Material"). The Source Material shall be the intellectual property of User and RMSI shall return or delete all Source Material provided by CLIENT upon demand.
- 8.2** RMSI retains all Intellectual Property Rights in and to the Technology, including any Derivative Works and improvements made thereto during performance of the services. Intellectual property rights means all patents, patent applications, know-how, trade marks, trade mark applications, trade names, registered designs, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used under the Agreement whether in existence or to be created in the future.

9. FEES AND PAYMENT FOR PURCHASED SERVICES

User Fees: Applicable rate will be calculated per order and will not be adjusted retrospectively. Payment can be made online or offline. As soon as payment is received by RMSI, the crop outlook reports can be downloaded from the portal

- 9.1 Taxes:** Our fees does not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which you are responsible, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

10. TERM AND TERMINATION

- 10.1 Term of Agreement:** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You select to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.
- 10.2 Term of Purchased User Subscriptions:** User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein.

11. DISCLAIMER OF WARRANTIES AND LIABILITIES

- 11.1** Except as otherwise expressly stated on the Website/Application, all Products/Services offered on the Website/Application are offered on an “as is” basis without any warranty whatsoever, either express or implied.
- 11.2** The Company/Website/Application does not make any representation or provide any Warranty that you will be able to achieve your desired portfolio.
- 11.3** The Company/Website/Application does not make any representation or Warranty for actual risk turning out to be more or less than RMSI’s estimate.
- 11.4** In no event will the Company/Website/Application be liable to refund/compensate you or any other third party under any circumstance;
- 11.5** RMSI uses historical datasets for weather, natural hazards, and yields as collected from various credible and reputed sources. Every effort is made to ensure accuracy and comprehensiveness of database. However, RMSI has not generated these data first-hand; only received them from other sources. RMSI will not be liable for any inaccuracy, error or omission in these datasets.

12. DISPUTE RESOLUTION AND JURISDICTION

- 12.1** It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of these Terms and any disputes arising herefrom will be resolved through a two-step Alternate Dispute Resolution (“ADR”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.
- 12.2** Mediation: In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of both Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to the other Party, the dispute will be resolved by arbitration, as detailed herein below;
- 12.3** Arbitration: In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on both Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of New Delhi in the state of Delhi, India.
- 12.4** The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules and regulations of India, and that the Courts at New Delhi shall have exclusive jurisdiction over any disputes arising between the Parties.

13. GENERAL TERMS AND CONDITIONS

- 13.1 Changes in Scope of Services / Deliverables:** RMSI reserves the right to revise the Compensation of any of the services. RMSI would provide reasons for the revision.
- 13.2 Non Solicitation:** The users will not recruit / attempt to recruit any RMSI staff directly or indirectly during or up to 2 years after service stoppage or up to 2 years after the individual’s resignation / termination from RMSI’s employment. In case of violation, the user will pay RMSI minimum of thirty-six months of professional fees lump sum per person as compensation.

- 13.3 Interruption of Work:** RMSI disowns any delay in access to services due to reasons extraneous to RMSI (e.g., non-availability of cloud services, user data is not in the desired format, etc.).
- 13.4 Sign-off and Acceptance:** The client must reach out to customer support within a maximum period of 7 (seven) days from receipt of report, or inform RMSI in writing of any concerns that need to be made with respect to the Services.
- 13.5 Limitation of Liability:** In no event shall RMSI be liable for any indirect, special, incidental or consequential damages (including without limitation, damages for loss of business profits, loss of business, loss of use or of data, or interruption of business) in connection with the Services or Deliverables provided through PinCER™ Online. RMSI (and its officers, directors, employees and agents) shall not be liable for any damages whatsoever arising from the Client's use or application of the results of the Services or the Deliverables, and the Client shall indemnify RMSI (and RMSI's officers, directors, employees and agents), and hold each of them harmless from and against any and all costs, damages or losses by any of them (including, without limitation, reasonable attorneys' fees) as a result of a claim by any person other than the Client arising from the Client's use or application of the results of the Services or the Deliverables.
- 13.6 Force Majeure:** Neither the Company nor the Website/Application shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized access.
- 13.7 Losses:** We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website.
- 13.8 Alteration of Service or Amendments to the Conditions:** We reserve the right to make changes to our website, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the website or that you order services from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you).

14. DISCLAIMER

- 14.1** *The outputs from services contain information generated through the analyses, and model predictions based on data provided by the user and compiled using proprietary computer risk assessment technology of RMSI Pvt. Ltd. The technology and data used in providing this information is based on the scientific data, mathematical and empirical models, and encoded experience of scientists and specialists (including without limitation, earthquake engineers, wind engineers, structural engineers, geologists, seismologists, meteorologists, and geotechnical specialists). As with any model of physical systems, particularly those which involve modeling behavior of living things against weather changes and calamities with low frequencies of occurrence and potentially high severity outcomes, the actual season losses may differ from the results of simulation analyses.*
- 14.2** *RMSI specifically disclaims any and all responsibilities, obligations and liability with respect to any decisions or advice made or given as a result of the information or your use thereof. RMSI specifically disclaims any and all responsibilities, obligations and liability including all warranties, whether expressed or implied, with respect to the outputs, including but not limited to, warranties of non-infringement, merchantability and fitness for a particular purpose. In no event shall RMSI (Or its subsidiary, or other affiliated companies) be liable for direct, indirect, special, incidental or*

consequential damages with respect to any decisions or advice made or given as a result of the contents of this information or your use thereof.

14.3 *The material contained in the outputs or information available through the services is the copyright of RMSI and may be used only for informational purposes only. **RMSI makes no representations or warranties with respect to this information. For using any information from this report, you agree to the terms and provisions as outlined in this disclaimer. If you do not agree to them, please do not use this report.***

15. GOOGLE MAPS™

Google Maps information and photographic imagery are used under license by Google. PInCER or RMSI Pvt. Ltd. data presented using Google Maps are in the public domain and made available in open. The map information and photographic imagery contain trade names, trademarks, service marks, logos, domain names and other distinctive brand features. This does not imply a RMSI Pvt. Ltd. endorsement of Google or Google Maps products or services. Please note that you are subject to Google's privacy policy link when using this service.

Weather & Crop Yield Outlook