

**IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi -  
110017**

**Phone: 011-42592626, 26542625 Fax: 011-42592650**

**Privacy Policy and TERMS & CONDITIONS**

**1. DESCRIPTION OF SERVICE**

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the T&C.

Any person and /or entity ( hereinafter referred to Party) is responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). Party is responsible for those fees. In addition, Party must provide and is responsible for all equipment necessary to access the Service and all charges related thereto. Individual Parties/proprietors (other than companies/firms etc.) must be at least 18 years of age to access and view.

**2. IFFCO PRIVACY POLICY**

IFFCO may collect any personal information from Parties using this site, which is used only for product or service related enquiries and to monitor site usage. Where personal data is collected such data is only used for the purpose stated and will not be given or sold to any third parties.

**3. AMENDMENTS TO THIS PRIVACY POLICY**

At its own discretion, IFFCO shall make necessary amendments to this Privacy Policy and Terms & Conditions, from time to time, and the Party shall be deemed to be aware of all such amendments

**4. PERSONAL INFORMATION**

All Parties who are registered with IFFCO and who have been provided user code and password are expected to update information related to them and to certify that they will provide accurate and updated information (such as real names, postal address, valid e-mail addresses and mobile nos.). All consequences legal or otherwise for providing inaccurate information shall be solely borne by the Party.

**5. INTELLECTUAL PROPERTY RIGHTS (IPRs)**

All IPRs in the design, text, graphics and other material available on IFFCO site and the selection or arrangement thereof are owned by IFFCO. However, if any content is provided by any third party, the IPRs in such content shall be owned by such third party, who has provided the content. Permission is granted to electronically copy and print, in hard copy, portions of the IFFCO site solely for private or educational use, provided that no changes are made to the material and that IFFCO is acknowledged as the owner.

Any other use of the material on the IFFCO site (including reproduction for purposes other than noted above and alteration, modification, distribution or republication) without prior written permission of IFFCO is strictly prohibited.

Party agrees not to access the Service by any means other than through the interface that is provided by IFFCO for use in accessing the Service.

## **6. LINKS TO OTHER SITES**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. IFFCO has no control over such sites and resources and the Party acknowledges and agrees that IFFCO is not responsible for availability or non-availability of such external sites or resources. IFFCO does not endorse and is not responsible or liable for any Content as defined in clause 10 of the TERMS & CONDITIONS, advertising, products, or other materials on or available from such sites or resources. Party further acknowledges and agrees that IFFCO shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## **7. APPLICABLE LAW & JURISDICTION.**

This site is created and controlled by IFFCO, from its office at Delhi. As such, the laws of India will govern these disclaimers, terms and conditions, without giving effect to any principles of conflicts of laws. IFFCO reserves the right to make changes to their site and these disclaimers, terms and conditions, at any time. If any provision in this Agreement is invalid or unenforceable, the remaining provisions will continue in full force and effect.

Party, accessing IFFCO's website and / or availing any services through it, specifically agree to the exclusive Jurisdiction of appropriate courts in Delhi to adjudicate on any matter(s) and / or dispute(s) relating to / arising out of and/or in connection with this Policy.

## 8. ACCEPTANCE OF THE PRIVACY POLICY

By accessing and using the IFFCO site (<https://saathi.iffco.coop>), services and process, the users signify their acceptance of this Privacy Policy. If the Party is not in agreement or not comfortable with any terms and conditions of the Privacy Policy, it is advised to discontinue the use of the IFFCO site. IFFCO reserves the right to modify this Privacy Policy at any time. If any portion of the IFFCO site is still being used following notification or posting of such changes, it would amount to acceptance of those changes by the Party. All queries on the subject may be addressed to [skumar@iffco.in](mailto:skumar@iffco.in).

## 9. PARTY ACCOUNT, PASSWORD AND SECURITY

Party shall be solely responsible for maintaining the confidentiality of its password and account, and are fully responsible for all activities that occur or undertaken by using its password or account. Party agrees to (a) immediately notify IFFCO of any unauthorized use of its password or access to its account or any other breach of security, and (b) ensure that it exits (logout) from its account at the end of each session. IFFCO shall not be liable for any loss or damage, of any nature whatsoever, suffered by any Party arising from its failure to comply with this Clause.

## 10. PARTY CONDUCT

Party understands that the authenticity and veracity of all information including data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the Party.

### **Party agrees to not use the Service to:**

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a IFFCO official, forum leader, guide or host, or falsely state or otherwise misrepresent the affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through

the Service;

- e. upload, post, email, transmit or otherwise make available any Content that does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in auction related areas that are designated for such purpose;
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law,
- l. "stalk" or otherwise harass another; or
- m. Collect or store personal data about other users.

Party acknowledges that IFFCO does not pre-screen Content, but that IFFCO and its designees shall have the right to review the Content (but not the obligation) at their sole discretion and to delete, edit, refuse or remove any Content that is available via the Service, at any time and without any notice. Party agrees to evaluate, and bear all costs and risks associated with the use and/or mis-use of any Content provided by it and shall indemnify IFFCO from all consequences.

Party acknowledges and agrees that IFFCO may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TERMS & CONDITIONS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of IFFCO, its users and the public.

Party understands that the technical processing and transmission of the Service, including its Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **11. INDEMNITY**

Party agrees to indemnify and hold IFFCO, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand made by any third party due to or arising out of Content it submits, post, transmits or make available through the Service, use of the Service by the Party, Party's connection to the Service, violation of the TERMS & CONDITIONS by the Party or violation of any rights of another by the Party.

Party expressly agrees that use of IFFCO's website is at Party's sole risk. Party specifically acknowledges IFFCO is not liable for any defamatory, offensive or illegal conduct of other Party's or third parties in cases including but not limited to any interactive communication on or through the site and the risk of injury from any of the foregoing rests entirely with Party (s).

## **12. NO RESALE OF SERVICE**

Party agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **13. GENERAL PRACTICES REGARDING USE AND STORAGE**

Party acknowledges that IFFCO may establish general practices and limits concerning use of the Service. Party further acknowledges that IFFCO reserves the right to change these general practices and limits, at any time, in its sole discretion, without any notice.

## **14. DISCLAIMER**

IFFCO has made every reasonable effort to ensure that the information on this website is kept accurate and up-to-date. However, this site is provided by IFFCO on an "as is where is" basis.

IFFCO makes no representations or warranties of any kind, express or implied, as to the operation of the site or the information, content, materials or products included on this site.

IFFCO disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. IFFCO shall not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, even if IFFCO or an authorized representative has been advised of the possibility of such damages.

IFFCO also disclaims any damages or injury caused to any party by any event due to failure of performance, error, omissions, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction or unauthorized access to, alteration of or use of record whether for breach of contract, tortuous behaviour, negligence or under any other cause of action.