



Terms and Conditions for Prime

Effective Date: 1st April, 2021

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1. Introduction and Acceptance

Welcome to the website of Prime (the “Site”). These Terms and Conditions (“Terms”) govern your access to and use of our website and all related services (collectively, the “Services”). By accessing or using the Site, you agree to be bound by these Terms in full. If you do not agree with these Terms, please do not use our Site.

At Prime, our commitment to excellence and transparency underpins every aspect of our operations. These Terms form an essential part of our overall legal framework, ensuring a fair and secure environment for all users while supporting our mission of sustainable growth and innovation. This document is designed to be comprehensive,



detailing your rights, obligations, and the limitations of our liability as you interact with our digital ecosystem.

2. Definitions

For the purposes of these Terms, the following definitions apply:

- **“User”** means any individual or entity that accesses or uses the Site.
 - **“Content”** refers to all text, images, logos, graphics, software, and other materials made available on the Site.
 - **“Services”** means any services provided through the Site, including but not limited to informational, transactional, or interactive features.
 - **“Account”** refers to any registration or profile created by a User to access specific functionalities on the Site.
 - **“Party”** refers to either you or Prime, and “Parties” collectively refer to both.
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3. Eligibility and Account Registration

To access and use the Site, you must be at least 18 years old and have the legal capacity to enter into binding contracts. Certain sections of the Site or specific services may require you to register an account. When registering, you agree to provide accurate, current, and complete information and to update it as necessary. Any unauthorized use of another person’s account or fraudulent information is strictly prohibited. Prime reserves the right to suspend or terminate your account if we suspect any misuse or breach of these Terms.

4. Use of the Website and Services

Your use of the Site is governed by these Terms and must comply with all applicable laws and regulations. You agree to use the Site only for lawful purposes and in a manner that does not infringe upon or restrict the rights of others. Specific guidelines include:

- **Prohibited Activities:** You must not engage in activities that could harm the Site or its functionality, such as distributing malware, attempting unauthorized access, or disrupting the network infrastructure.
- **User Conduct:** You agree to maintain respectful and appropriate conduct when interacting on the Site, including any user-generated content or communications.



- **Modification of Services:** Prime reserves the right to modify, suspend, or discontinue any part of the Site or Services at any time without prior notice. These changes will not affect your obligations under these Terms.
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5. Intellectual Property Rights

All content on the Site, including text, images, logos, designs, and software, is owned by or licensed to Prime and is protected by intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to access and use the Content for personal, non-commercial purposes only. Any unauthorized reproduction, modification, distribution, or commercial use of our Content is strictly prohibited. All trademarks, service marks, and trade names appearing on the Site are the property of their respective owners.

6. User Obligations and Acceptable Use

When using the Site, you agree to:

- **Compliance:** Abide by all applicable local, state, national, and international laws, regulations, and policies.
 - **Non-Infringement:** Ensure that your use of the Site does not infringe on the intellectual property or privacy rights of any third party.
 - **Prohibited Content:** Not upload, post, or otherwise transmit any material that is unlawful, offensive, defamatory, or in violation of these Terms.
 - **No Automated Access:** Refrain from using any automated means, such as bots or web scrapers, to access or collect data from the Site without express permission from Prime. Failure to adhere to these obligations may result in immediate termination of your access to the Site and potential legal action.
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7. Service Availability and Modifications

The Site is provided on an “as is” and “as available” basis. While Prime strives to maintain uninterrupted service, we do not guarantee that the Site will be available at all times or without errors. Scheduled maintenance, unforeseen technical issues, or security incidents may temporarily affect availability. We reserve the right to modify or discontinue the Site or any part thereof, without notice, for any reason. These modifications may include updates, enhancements, or removal of certain features. By continuing to use the Site, you accept that such changes are a normal part of our operations and may impact your experience.



8. Disclaimers and Limitation of Liability

This website is not and should not constitute an offer for sale of certain products in territories where they are not permitted by patent law. To the maximum extent permitted by law, the Site and all services are provided without warranties of any kind, whether express or implied. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Prime does not guarantee that the Site will meet your requirements, be error-free, or operate without interruption. In no event shall Prime be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from your use or inability to use the Site. This limitation applies even if Prime has been advised of the possibility of such damages.

9. Indemnification

You agree to indemnify, defend, and hold harmless Prime, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with your access to or use of the Site, your violation of these Terms, or your infringement of any rights of a third party. This indemnification obligation will survive the termination or expiration of these Terms.

10. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of West Bengal, India, without regard to its conflict of law principles. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located within Kolkata, India. By using the Site, you consent to the jurisdiction and venue of such courts.

11. Termination and Suspension

Prime reserves the right to terminate or suspend your access to the Site at its sole discretion, with or without notice, for any reason, including, but not limited to, breaches of these Terms. Upon termination, your right to use the Site will immediately cease, and any data associated with your account may be deleted or rendered inaccessible. These provisions will remain in effect notwithstanding termination, and you will remain liable for any breach of these Terms that occurred prior to termination.



12. Third-Party Content and Links

The Site may contain links to third-party websites or resources that are not under the control of Prime. These links are provided for your convenience only and do not signify any endorsement by Prime of the content, products, or services offered by these third parties. You acknowledge and agree that Prime is not responsible for the availability or accuracy of such external resources and that your use of any linked website is at your own risk. We recommend that you review the terms and privacy policies of any third-party sites you visit.

13. User-Generated Content and Feedback

The Site may allow users to submit or post content, including comments, reviews, or other feedback (“User Content”). By submitting User Content, you grant Prime a non-exclusive, irrevocable, royalty-free, perpetual license to use, modify, reproduce, distribute, and display such content in any media for any purpose. You represent and warrant that your User Content does not infringe on any third-party rights or violate any laws. Prime reserves the right to remove any User Content that is deemed inappropriate, offensive, or in violation of these Terms, at its sole discretion.

14. Privacy and Data Protection

Your use of the Site is also governed by our Privacy Policy, which explains how we collect, use, store, and protect your personal information. By using the Site, you consent to the practices described in our Privacy Policy. It is important that you review our Privacy Policy carefully, as it is incorporated herein by reference and forms an integral part of these Terms.

15. Dispute Resolution

In the event of any dispute arising out of or relating to these Terms or your use of the Site, the parties agree to first attempt to resolve the matter amicably through informal negotiation. If a resolution cannot be reached, the dispute will be submitted to mediation, and if mediation fails, to binding arbitration. The arbitration shall be conducted in Kolkata, India and the decision rendered by the arbitrator(s) shall be final and binding on both parties.



16. Notices and Communication

All notices or other communications required or permitted under these Terms shall be in writing and delivered via email or postal mail to the addresses specified on the Site. Notices will be deemed effective upon receipt. It is your responsibility to ensure that your contact information remains up to date to receive important communications from Prime regarding these Terms or any changes to our services.

17. Amendments to the Terms

Prime reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting on the Site, and your continued use of the Site constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically to remain informed about our policies and practices.

18. Severability and Waiver

If any provision of these Terms is found to be unenforceable or invalid under applicable law, the remaining provisions shall remain in full force and effect. The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by both parties in writing.

19. Entire Agreement

These Terms, together with our Privacy Policy and Cookies Policy, constitute the entire agreement between you and Prime regarding your use of the Site and supersede all prior agreements, understandings, or representations. No modification of these Terms shall be binding unless made in writing and signed by an authorized representative of Prime.

20. Contact Information

For any questions or concerns regarding these Terms, or if you require further clarification, please contact us at:

Email: support@primeagroindustries.com



Your engagement with the Site signifies your understanding and acceptance of these Terms. We value your trust and are committed to providing a safe, secure, and reliable online environment.

21. Miscellaneous Provisions

- **Force Majeure:** Prime shall not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is due to events beyond its reasonable control, including natural disasters, acts of government, or other unforeseeable events.
 - **Patent Law:** This website is not and should not constitute an offer for sale of certain products in territories where they are not permitted by patent law.
 - **Assignment:** These Terms, and any rights or obligations hereunder, may not be assigned or transferred by you without the prior written consent of Prime. Prime may assign or transfer these Terms without restriction.
 - **Headings:** The headings used in these Terms are for convenience only and shall not affect the interpretation or construction of these Terms.
 - **Interpretation:** In these Terms, references to the singular include the plural and vice versa, and references to any gender include all genders.
 - **Non-Exclusive Remedies:** The rights provided in these Terms are not exclusive and are in addition to any other rights and remedies available at law or in equity.
 - **Feedback:** Any feedback, suggestions, or ideas you provide regarding the Site or our Services will be treated as non-confidential and may be used by Prime without any obligation or compensation.
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These Terms and Conditions are a fundamental part of our operational framework at Prime, ensuring that all users understand their rights and responsibilities when accessing and using our Site. We are dedicated to providing a secure, reliable, and user-friendly experience while protecting our intellectual property and ensuring compliance with all applicable laws.