

Kinda Application and Website Terms & Conditions

AGREEMENT TO TERMS

Thank you for using the Kinda Application and Website! We are confident that you will find our Services presented in the Application and Website useful. Please read these Terms & Conditions carefully. "KINDA FRUITS AND VEGETABLES" maintains the www.kinda.ae Website ("Site"). By visiting the Application or Website, downloading, using or accessing the Application on your Device, you hereby accept to be bound by these Terms & Conditions without any reservations, modifications, additions or deletions. If you do not agree to all the provisions contained in the T&C, you are not authorized to use the Application. If you have downloaded the Application and do not agree to all the provisions of the T&C, you must delete the Application from your Device.

This Terms and Conditions (hereinafter "T&C") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Kinda Fruits and Vegetables ("we," "us" or "our"), concerning your access to and use of the Kinda Application and Website as well as any other media form, media channel or website related, linked, or otherwise connected thereto (collectively, the "App"). BY ACCEPTING THESE TERMS, YOU AGREE TO THESE TERMS AND CONDITIONS WITH Kinda Fruits and Vegetables. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT CLICK THE "I AGREE" BUTTON.

To be eligible to register for a Kinda account and use the Application or Website, you must review and accept the terms of this T&C by clicking on the "I agree" button. By providing the data requested in the signup mask and clicking "I agree", you make us an offer to enter into the Agreement based on these Terms.

Supplemental terms and conditions or documents that may be posted on the App from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these T&C at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these T&C and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these T&C to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised T&C by your continued use of the App after the date such revised Terms are posted.

The information provided on the App is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the App from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The App is intended for users who are at least 18 years old. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the App.

MODE OF PAYMENTS

Our customers can pay for their orders using cash on delivery method or online payment method using Visa or MasterCard debit and credit cards. The accepted currency is only AED. Cardholder must retain a copy of transaction records and KINDA FRUITS AND VEGETABLES policies and rules. User is responsible for maintaining the confidentiality of his account. KINDA FRUITS AND VEGETABLES uses Telr services for e-payments and will not pass any debit/credit card details to third party. All credit/debit cards' details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties. We only serve customers in United Arab Emirates, and We will not trade with or provide any services to OFAC and sanctioned countries.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the App is our proprietary property and all source code, databases, functionality, software, application designs, audio, video, text, photographs, and graphics on the App (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United Arab Emirates foreign jurisdictions, and international conventions. The Content and the Marks are provided on the App "AS IS" for your information and personal use only. Except as expressly provided in these T&C, no part of the Application and Website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Application and Website, you are granted a limited license to access and use the Application and Website and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Application and Website, Content and the Marks.

USER REPRESENTATIONS

By using the Application and Website, you represent and warrant that: all registration information you submit will be true, accurate, current, and complete; you will maintain the accuracy of such information and promptly update such registration information as necessary; you have the legal capacity and you agree to comply with these T&C; you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Application and Website; you will not access the Application and Website through automated or non-human means, whether through a bot, script or otherwise; you will not use the Application and Website for any illegal or unauthorized purpose; and your use of the Application and Website will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Application and Website (or any portion thereof).

ACCOUNT REGISTRATION

To use Kinda Application and Website, you will be asked to create an account. Accounts are free, and are available to anyone who provides the requisite information. As part of the account creation process, you will be asked to provide your name, email address, phone number and create a password. Until you apply for an account, your access to the Application and Website will be limited to what is available to the general public (as "guest"). When registering an account, you must provide true, accurate, current and complete information about yourself as requested during the account creation process. You must also keep that information true, accurate, current and complete after you create your account.

It is your responsibility to create a password of sufficient strength that cannot easily be discovered by third parties, and that conforms to any password requirements that may be displayed during the registration process. Also, you agree to keep your password confidential and will be responsible for all use of your account and password.

Kinda Fruits and Vegetables reserves the right to terminate your account, at its sole discretion, at any time and for any reason, including but not limited to whether you have violated the letter or spirit of the T&C.

PROHIBITED ACTIVITIES

You may not access or use the Application and Website for any purpose other than that for which we make the Application and Website available. The Application and Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Application and Website, you agree not to:

1. Systematically retrieve data or other content from the Application and Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of the Application and Website, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Use the Application and Website to advertise or offer to sell goods and services.
4. Circumvent, disable, or otherwise interfere with security-related features of the Application and Website, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Application and Website and/or the Content contained therein.
5. Engage in unauthorized framing of or linking to the Application and Website.
6. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
7. Make improper use of our support services or submit false reports of abuse or misconduct.

8. Attempt to impersonate another user or person or use the username of another user.
9. Sell or otherwise transfer your profile.
10. Use any information obtained from the Application and Website in order to harass, abuse, or harm another person.
11. Use the Application and Website as part of any effort to compete with us or otherwise use the Application and Website and/or the

Content for any revenue-generating endeavor or commercial enterprise.

12. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Application and Website.
13. Attempt to bypass any measures of the Application and Website designed to prevent or restrict access to the Application and Website, or any portion of the Application and Website.
14. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Application and Website to you.
15. Delete the copyright or other proprietary rights notice from any Content.
16. Copy or adapt the Application and Website's software
17. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Application and Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Application and Website.
18. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Application and Website.
19. Use the Application and Website in a manner inconsistent with any applicable laws or regulations.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the App provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

APP MANAGEMENT

We reserve the right, but not the obligation, to: monitor the Application and Website for violations of these T&C; take appropriate legal action against anyone who, in our sole discretion, violates the law or these T&C, including without limitation, reporting such user to law enforcement authorities; in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically

feasible) any of your Contributions or any portion thereof; in our sole discretion and without limitation, notice, or liability, to remove from the Application and Website or otherwise disable all files and content that are excessive in size or are in any way

burdensome to our systems; and otherwise manage the Application and Website in a manner designed to protect our rights and property and to facilitate the proper functioning of the Application and Website.

PRIVACY POLICY

By using the Application and Website, you agree to be bound by our Privacy Policy, which is incorporated into these T&C.

GENERAL DATA PROTECTION REGULATION (GDPR)

Your Rights Under the GDPR

You have the following rights regarding your personal data held by Kinda Fruits and Vegetables, and other rights:

The right to withdraw at any time your consent for Kinda Fruits and Vegetables to process your personal data;

The right to have your personal data erased from Kinda Fruits and Vegetables records;

The right to have your personal data corrected if you believe it is inaccurate;

The right to restrict the processing of your personal data if it is inaccurate or if our processing of it is against the law;

The right to access your personal data and any relevant information around its processing; and

The right to refuse any marketing targeted at you by Kinda Fruits and Vegetables.

If you wish to exercise any of these rights, please contact us at the contact information at the bottom of our T&C.

Personal Data Collected from You and What We Use It For

The personal data we may collect from you directly is your full name, email address, phone number and address; the purpose of processing it is for communicating our services, and promotions with you. The legal basis for processing is your consent in giving us this information.

Data Retention

Your personal data will only be kept for as long as it is necessary for the purpose needed for that processing. For example, we will retain your account information for as long as you need to have an account with us.

TERM AND TERMINATION

These T&C shall remain in full force and effect while you use the App. **WITHOUT LIMITING ANY OTHER PROVISION OF THESE T&C, WE RESERVE THE RIGHT**

TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE APPLICATION OR WEBSITE, TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE T&C OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE APP OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Application and Website at any time or for any reason at our sole discretion without notice. However, we have no obligation to update information on our App. We also reserve the right to modify or discontinue all or part of the App without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the App.

We cannot guarantee the App will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the App, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the App at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the App during any downtime or discontinuance of the App.

Nothing in these T&C will be construed to obligate us to maintain and support the App or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

This T&C of the App shall be governed by and construed in accordance with the law of United Arab Emirates. Unless any alternative dispute resolution procedure is agreed between you and us, we agree to submit to the exclusive jurisdiction of the Courts of United Arab Emirates in respect of any dispute which arises out of or under this Agreement.

DISPUTE RESOLUTION

If any dispute arises we should agree to first attempt to negotiate any dispute informally before initiating arbitration. Such informal negotiations commence upon written notice from you or us.

If we are unable to resolve a dispute through informal negotiations, the dispute will be

finally and exclusively resolved by binding arbitration. If for any reason, a dispute proceeds in court rather than arbitration, the dispute shall be commenced or prosecuted in United Arab Emirates in the emirate of Dubai, and both you and us hereby consent to, and waive all

defenses of lack of personal jurisdiction, and forum non convenience with respect to venue and jurisdiction in such county and courts.

CORRECTIONS

There may be information on the App that contains typographical errors, inaccuracies, or omissions that may relate to the App, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information in the App at any time, without prior notice.

DISCLAIMER

THE APP IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE APP SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APP AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE APP'S CONTENT OR THE CONTENT OF ANY WEBAPPS LINKED TO THIS APP AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APP, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE CLOUD BASED PLATFORM AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP.

LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL BE LIABLE TO YOU FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF CONTENTFUL HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR (II) DIRECT DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY

YOU DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING PROVISIONS ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN YOU AND US, AND HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT. IN CONNECTION WITH THE USE OF THE APP OR ANY WEB APP WHICH IT IS LINKED TO.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: use of the App; breach of these T&C; any breach of your representations and warranties set forth in these T&C; your violation of the rights of a third party, including but not limited to intellectual property rights. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims.

We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the App for the purpose your use of the App. You are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the App. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS

Visiting the App, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the App, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE APP. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MISCELLANEOUS

These T&C and any policies or operating rules posted by us on the App constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these T&C shall not operate as a waiver of such right or

provision. These T&C operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these T&C is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these T&C and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these T&C or use of the App. You agree that these T&C will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these T&C and the lack of signing by you and us hereto to execute these T&C.

ORDER CANCELLATION

Once order is placed and confirmed, it can't be cancelled. Refunds will be made back to the payment solution used initially by the customer. Please allow for up to 45days for the refund transfer to be completed.

RETURN AND REFUND

Upon reception, buyer is responsible for inspecting all the items and accept them. After that point, no refund is possible. In case of refund, "Refunds will be done only through the Original Mode of Payment". For non-cash payment, please allow up to 45 days to the refund to be transferred. Shipping & Handling fees are non-refundable, and the buyer is responsible for return fees if any. For eatable and drinkable products, the products must not be kept/stored at temperature of higher than 15 degrees from more than 30 minutes, not been subjected to sunlight and not been exposed to temperature higher than 36 degrees. Any applied promotions or discounts will be void if part of the order is modified, cancelled or refunded.

DELEVRVY POLICY

Delivery service will be handled by Kinda Fruits and Vegetables and stored in healthy and appropriate environment and condition. We only provide service for destination within AI Ain city, United Arab Emirates. Delivery time would be within 24 business hours in normal conditions.

Delivery charges will vary from 0 AED to 20 AED based on the location of the customer and order's total. Actual amount will be visible during checkout page and before the payment.

CONTACT US

You can contact Kinda Fruits and Vegetables for any enquiry, clarification, complain or information through the following methods:

Kinda Fruits and Vegetables
Waqf Ali Ahmed Al Dhahri
Al Mutaredh, Al Ain, UAE
<https://goo.gl/maps/8Kq9erj2Gonp9Cv47>
Phone number: 052 663 6754
P.O Box No. 16620

Cards accepted must be clearly stated with Visa and Mastercard logos.

