

# **Terms and Conditions**

*You must read these Terms of Use carefully before accessing and/or using any part of the Platform or its services*

## **1. Overview of Agricultural Commodity Marketing Initiative (ACMI) Platform**

The AMCI is an online buying and selling platform where registered users can buy and sell RNR commodities. The Users can list the products based on their specific quality, quantity requirements, price, and location, which they wish to buy and sell. The platform administered by the Department of Agricultural Marketing and Cooperatives (DAMC) shall list the commodities that are eligible to be traded on this platform. The commodities listed on the platform will only appear or remain on the platform as per their shelf life.

## **2. Agreement to Terms of Use**

By accessing or using this platform, you agree to be bound by these terms and conditions in entirety. You also confirm that you have agreed to our Acceptable Use Policy and our Cookies Policy. If you do not agree to be bound by these terms and conditions of use, you may not access or use any part of the platform or its services.

## **3. Access and use of ACMI platform**

Any Bhutanese citizen with a valid Citizenship Identity Card and registered mobile number can use this platform for buying and selling of RNR produce. Subject to these terms and our policies, we grant you free access to the platform and its services.

## **4. Disclaimer on Transaction and Payment**

We will not be responsible for any lapses in the transaction and payment. You must perform due diligence prior to establishing business with the other users for buying or selling RNR produce, about the appropriate price of the commodities, and the mode to transact the deal.

## **5. Prohibited Activities**

You may not access or use the platform for any purpose other than buying and selling RNR produce. As a User of the platform, you agree not to:

- Post, list, or upload content or items which are inappropriate on our site;
- Breach or circumvent any laws, third party rights or our systems, security-related features of the sites, policies, or determinations of your account status;
- Manipulate the price of any item or interfere with any other User's listings; or
- Post false, inaccurate, misleading, deceptive, defamatory, libellous or explicit contents.

## **6. Accuracy, completeness and timeliness of information**

We will not be not responsible if the information made available on this site is not accurate, complete or current. The information on this site is for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary contact. The site may contain historical information that is not currently available.

## **7. Access or use ‘as is’ and without warranty**

Any right to access or use of the platform or platform functionality or services that DAMC grants to you hereunder are “as is.” Neither DAMC, nor, to the extent applicable, its third-party licensors, make any representation or warranty whatsoever, express or implied, regarding the platform or platform functionality or services (or your access thereto or use thereof), or otherwise, including, without limitation, any warranty of design, fitness for purpose, merchantability, noninfringement, title, or any warranty or statutory rights that may, or maybe alleged to, arise from a course of dealing, course of performance or usage. Further, DAMC expressly disclaims any and all such warranties or statutory rights to the extent permissible under applicable law.

We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **8. Limitation of Liability**

To the fullest extent permitted by applicable law, in no event shall DAMC be liable to any party for any direct, indirect, incidental, special, exemplary or consequential damages of any type whatsoever related to or arising from this platform or any use of this platform, or of any site or resource linked to, referenced, or accessed through this platform, or for the use or downloading of, or access to, any materials, information, products, or services, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if DAMC is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort, or any other legal theories.

## **9. Termination**

DAMC may terminate your use of/access to the platform and platform functionality or services effective immediately and without liability or obligation whatsoever, if you fail to comply with the terms and conditions of use of this platform.

## **10. Governing Law**

These terms and conditions of use governing your access to or use of the platform and/or platform functionality or services shall be construed under the Laws of the Kingdom of Bhutan.